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TA / 4560

An Agreement

between

*The Superintendent of Schools for the
Bath Central School District*

and the

Haverling Teachers' Association

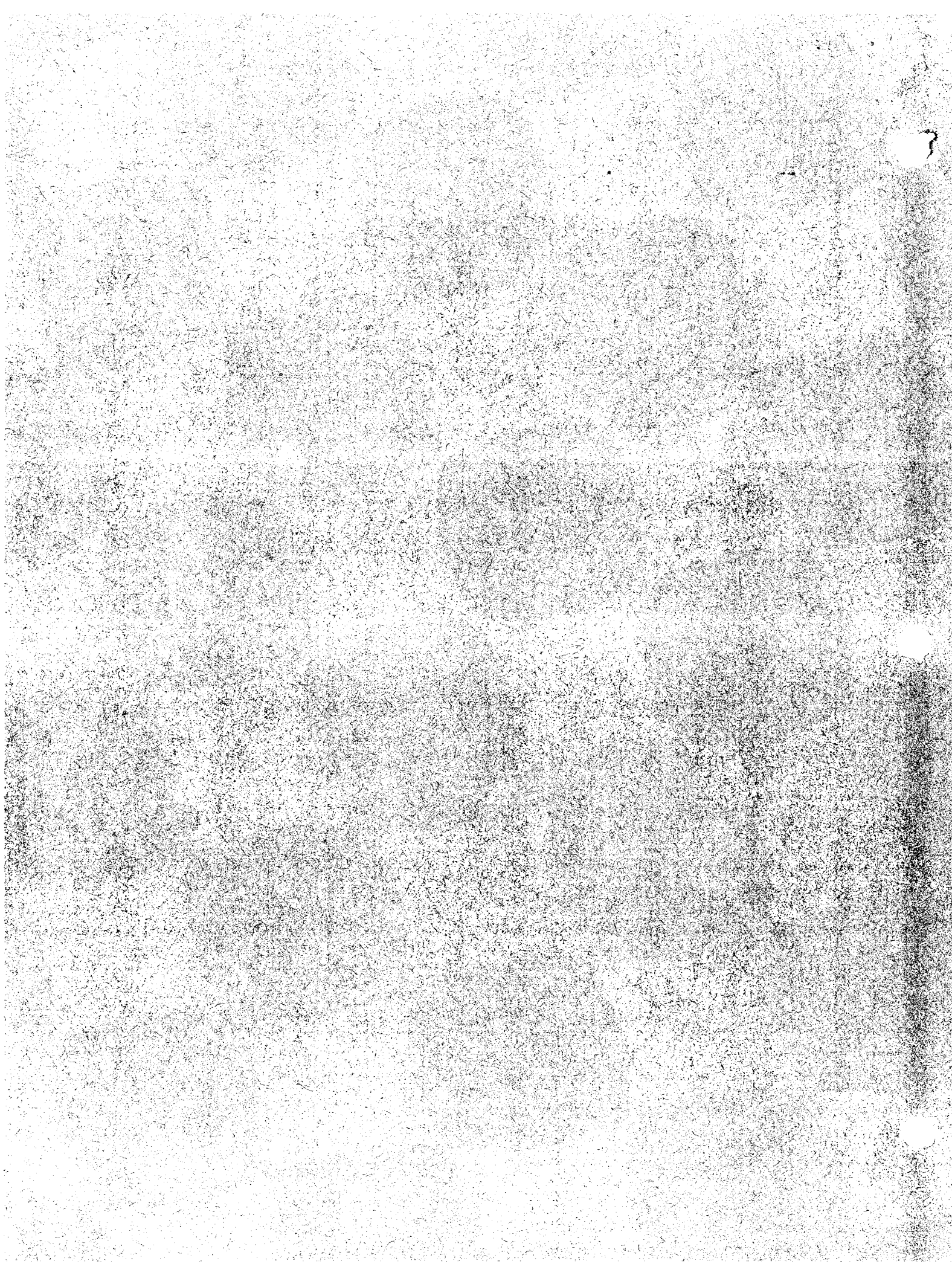
July 1, 2004 -- June 30, 2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

170 employees
enrolled



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APPENDIX K– Coaching Responsibilities

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APPENDIX M – Director of Athletics

ARTICLE 1 — RECOGNITION

SECTIONS:

1.1 Recognition; unit defined

1.1 Recognition; unit defined.

The Bath Central School District recognizes the Haverling Teachers' Association as the exclusive negotiating representative for all full-time and part-time teachers, guidance counselors, school psychologists, nurses, and full year long term substitutes, until such time as the Association requests a change as provided by the Taylor Law. For the purpose of this section, the term **teacher** shall be as defined by past practice.

ARTICLE 2 — DEFINITIONS

SECTIONS:

2.1 Definitions. As used in this agreement

2.2 Gender and number

2.1 Definitions. As used in this agreement:

- (a) The term **Association** means the Haverling Teachers' Association.
- (b) The term **Board** means the Board of Education of the Bath Central School District.
- (c) The term **District** means the Bath Central School District (CSD).
- (d) The term **Superintendent** means the Superintendent of Schools of the Bath CSD.
- (e) The term **teacher** means any person represented by the Haverling Teachers' Association as his negotiating representative.
- (f) The term **annual salary** means base salary, compensation for all credit hours, and compensation for a masters degree.

2.2 Gender and number.

Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they are in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 — PART-TIME TEACHERS

SECTIONS:

- 3.1 Benefits prorated
- 3.2 Job sharing
- 3.3 Credit for additional study

3.1 Benefits prorated.

All references to benefits in this agreement are based on full-time employment. A teacher who is employed for less than full-time shall have his benefits prorated.

3.2 Job sharing.

- (a) Two teachers may be hired to "share" the responsibilities for one teaching position; it is not necessary that each teacher be responsible for 50 percent of the position—other combinations which are mutually agreeable may be used such as 60/40. Each teacher will be responsible for certain hours of the school day, days of the week, or other mutually agreeable segments of time.
- (b) To participate in this program, teachers must:
 - (1) file an initial request (a letter indicating that you intend to create a proposal) for job sharing with the building principal and the Superintendent by April 1 for programs to begin the following September and annually by April 1 to continue; upon receipt of this request, the District will announce the part-time vacancy by posting the position.
 - (2) meet with the building principal to establish a list of candidates which is agreeable to both parties; attend interviews with prospective candidates in an advisory capacity.
 - (3) By May 15, present a written job-sharing plan which includes the names of the teachers involved and the configuration of the job-sharing schedule
 - (4) obtain final approval of the building principal and the Superintendent of Schools.
- (c) Teachers who elect job sharing will be given consideration for full-time positions which become available in the District for which they are certified. They may, however, elect to submit another job-sharing proposal.
- (d) Teachers in job sharing positions will advance one salary step for two calendar years of service. After two years in a job sharing position, the teacher would advance to the next step on the salary schedule. Seniority will accrue to each teacher based on months of service. For example, a teacher responsible for 60 percent of a position would receive 6 months seniority credit at the end of the year.

- (e) A teacher in a job sharing position shall be entitled to health insurance benefits in proportion to his share of the job. For example, a teacher who is responsible for sixty percent of a full-time position would be entitled to sixty percent of the health insurance benefit that a full-time teacher would receive. The District agrees to provide health insurance benefits equivalent to health insurance for one full-time teaching position for job-sharing participants. This benefit can be divided between the participants in any manner that is acceptable to the participants and the Superintendent. The portion to be paid by the teacher will be handled through payroll deduction. Job-sharing participants who elect payment in lieu of health insurance coverage shall receive payment under the terms of Article 19.2.
- (f) Teachers in job sharing positions will be given sick and personal days on a prorated basis. For example, a teacher who is appointed to a .6 position would receive 8 sick days per year ($.6 \times 13$ days rounded to the nearest day). Sick leave and personal leave is cumulative to the same totals as full-time teachers. A job-sharing teacher who is out of school on a given day will be charged one day of sick leave. Job-sharing teachers may trade days to avoid using sick leave.
- (g) If a job-sharing position is reduced to a part-time position, the teacher with seniority will retain the position.
- (h) Teachers in job-sharing positions will be considered for tenure when they have completed the equivalent of three years of full-time service.

3.3 Credit for additional study.

The provisions of Article 5.4 of this agreement dealing with credit for additional study apply to part-time teachers; however, part-time teachers will be paid on a prorated basis.

ARTICLE 4 — DUES DEDUCTIONS

SECTIONS:

- 4.1 NYSUT Member Benefit Trust**
- 4.2 Association Dues Deduction**
- 4.3 Dues deduction schedule**
- 4.4 Dues transmittal**

4.1 NYSUT Member Benefit Trust

The District shall deduct from the payroll and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office from anyone within the Association. The Association hereby agrees to indemnify and hold harmless the District from any and all claims, disputes, or damages sustained as a result of making the deduction provided for in this Article.

4.2 Association dues deduction.

- (a) The District agrees to deduct from the salaries of its teachers dues for the Association as set by the Association.
- (b) The Association will certify to the District in writing the current rate of its membership dues. The Association will give the District thirty days' written notice prior to the effective date of any change in the rate of membership dues.
- (c) The District agrees that it will not accord dues deduction or similar check-off rights to any other organization.

4.3 Dues deduction schedule.

Association dues deductions are to be spread over the school year beginning with the first possible pay after receipt of the necessary information from the Association, but no later than twenty-one days after receipt of such information.

4.4 Dues transmittal.

All dues deducted by the District from teachers' pay shall be transmitted promptly to the Association, but no later than thirty days from the date of withholding.

Teacher dues deduction/NYSUT Member Benefit Trust Form authorizations will be in writing in the form set forth on page 5:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number_____

LAST NAME_____ FIRST_____

DISTRICT NAME_____

ASSOCIATION_____

Benefit Name_____

Union Dues_____

Amount to be deducted per pay check_____

To the Board of Education: I hereby authorize you, according to the arrangements agreed upon with the above Association, to deduct from my salary any NYSUT dues to said Association. In addition, I authorize you to transmit to the NYS United Teachers Member Benefits the moneys, as indicated above, to pay for the benefit for which I have subscribed. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall remain in full force and effect for the purposes stated while I am employed in this school system or until revoked by me in writing. Such withdrawal must be received by the Business Office at least two (2) weeks prior to the effective pay period. Enrollment and/or withdrawal will be authorized only two (2) times a school year during the month of September and during the month of January.

MEMBER SIGNATURE_____ DATE_____

ARTICLE 5 — SALARY

SECTIONS:

- 5.1 Teachers' salary schedule
- 5.2 Nurses' salary schedule
- 5.3 Credit for additional study
- 5.4 Master's degree credit
- 5.5 Faculty Leadership Stipends
- 5.6 Compensation for curriculum work
- 5.7 Mentorship program
- 5.8 Staff development program
- 5.9 Deductions for absence without pay
- 5.10 Guidance Counselors
- 5.11 School Psychologists
- 5.12 Summer C.S.E. Meetings

5.1 Teachers' salary schedules

The salary schedules for teachers are set forth in Appendix A.

5.2 Nurses' salary schedules

- (a) Effective July 1, 2006 the District will hire only Registered Nurses for employment as school nurses.
- (b) School nurses hired prior to July 1, 2006 will remain on the Teachers' Salary Schedule and progress through said schedule after joining it at step 6 of the Nurse's schedule (step one of the Teachers' Salary schedule).
- (c) The salary schedule for nurses hired by the District after June 30, 2006 is set forth in Appendix B.

5.3 Credit for additional study.

- (a) Effective July 1, 2004, all graduate credit hours will be paid at the rate of fifty dollars (\$50.00) per hour. The above increases will apply to all previously credited hours as well as new graduate credit hours.
- (b) In addition to the salary specified on the salary schedule, teachers shall be granted professional service increments upon the completion of each graduate credit hour. See (a) above. Payment for new graduate credit hours will be retroactive to the beginning of the current semester if appropriate evidence of the satisfactory completion of the course is presented to the District on or before October 1 or March 1. Payroll adjustments will be made by the second payroll following these dates.

- (c) As an alternative to payment for the professional service increments described in subdivision (b) of this section, the District will reimburse probationary and tenured teachers for fifty percent of the tuition costs of graduate-level courses, upon presentation of transcripts verifying satisfactory completion of the courses.
- (d) All credit hours towards certification and maintaining certification in a teacher's field of teaching will be allowed. Additional credit hours that are in the subject matter or tenure area of the unit member's specific assignment shall be approved. Other credit hours that are not in the subject matter or tenure area of the unit member's specific assignment are subject to prior approval by the Board of Education.

5.4 Master's degree credit.

Effective July 1, 2004, credit hours for a master's degree will be seven hundred fifty dollars (\$750.00).

5.5 Faculty Leadership Stipends.

A teacher assigned to a position listed in **Appendix C** shall annually receive the stated stipend.

5.6 Compensation for summer curriculum work.

If the District establishes short-term curricular work during the summer, the district will pay teachers who agree to work according to the following hourly rates with any fraction thereof proportionally rated.

Effective Summer of 2006 --- \$28.00 per hour

Effective Summer of 2007 --- \$31.00 per hour

5.7 Mentorship program.

The District will provide a stipend to the program coordinator and trainers for work during the school year. Release time may be supplied as necessary to meet the requirements of this program.

5.8 Staff development program.

The staff development specialist will coordinate the District's staff development program and may be required to work up to twenty (20) days beyond the teachers' work year at the direction of the Superintendent. Compensation for this additional work will be at the rate of one-two hundredth (1/200th) of their total annual salary per day.

5.9 Deductions for absence without pay.

Payroll deductions for unauthorized absences or absences beyond accumulated sick leave shall be at the rate of one two-hundredths of a teacher's salary.

5.10 Guidance Counselors

High School and Middle School Guidance counselors will work 20 days beyond Graduation Day and shall be compensated at the rate of one-tenth (1/10th) of their total annual salary. Any additional days at the request of the building principal shall be compensated at the rate of one two-hundredth (1/200th) of their total annual salary.

5.11 School Psychologists.

School Psychologists may be requested to work additional days beyond the teacher work year. Any additional days worked at the request of the Director of Special Education shall be compensated at the rate of one two-hundredth (1/200th) of their total annual salary. This rate does not apply to attendance at C.S.E. Meetings. Please see section 5.12 Summer C.S.E. Meeting.

5.12 Summer C.S.E. Meetings.

Bargaining unit members who attend C.S.E. Meetings during the summer will be compensated upon submission of the appropriate claim form. The rate of pay for this work is set as follows:

Attendance at C. S. E. Meetings during summer --- ½ day - \$65.00
Full day - \$100.00

ARTICLE 6 — EXTRACURRICULAR AND COACHING SALARIES

SECTIONS:

- 6.1 Extracurricular salaries
- 6.2 Conditions for coaching salaries
- 6.3 Coaching salaries
- 6.4 Extramural and intramural salaries
- 6.5 Coaching Responsibilities

6.1 Extracurricular salaries.

A teacher assigned to an extracurricular activity listed in Appendix G shall receive the indicated salary.

6.2 Conditions for coaching salaries.

- (a) Coaching salaries will be calculated on the basis of the number of weeks in the season, excluding school vacation periods of one week or more in length. The time period shall include from the first day of approved practice through the last regularly scheduled contest. Additional time will be granted for any sectional competition in which a coach has a team or any student is participating. A partial week will be counted as a full week. If the head coach has no partial week, one-fifth of a full week's pay will be added. For salary purposes, a week will consist of seven calendar days, beginning with the first day of practice. Payment will be made after the season, after each coach has completed a checklist and it has been approved by the A.D./A.M.
- (b) During school vacations, a coach will receive one-fifth of a week's coaching pay for each day at practice or competition.
- (c) Upon approval of the Superintendent or designee, junior varsity coaches will be compensated for assisting in practice and for participation in sectional events.
- (d) If there is a lack of sufficient candidates trying out for any particular sport or lack of finances, any sport may be eliminated by mutual consent of the coach, the director of athletics and the Superintendent. In such cases, the coach will not receive any coaching salary.
- (e) If a new boys' or girls' interscholastic sport is added, the Athletic Director, H.T.A. representative, and the head coach of that sport will meet to make a recommendation as to what group the sport will be placed in. The availability of existing facilities should be considered before new sports are added. The Superintendent shall then make the recommendation to the Board of Education for their approval.

- (f) The District agrees to pay the cost of mandatory courses for coaching certification as required by New York State Education Law in accordance with the following guidelines:
1. The coach is at least a 75% employee of the District, and
 2. The coach agrees to continue to coach in the District for a minimum of 3 sports seasons after the course has been completed.
- (g) The coach agrees to reimburse the District for the pro-rated costs of certification if there is a failure to meet guideline 6.2 (f) above.

Example: If the coach completes only one season, that coach's responsibility to the District would be for two-thirds of the District's costs. If a coach completes two seasons, the coach is responsible for one-third of the District's costs.

6.3 Coaching salaries.

Coaching salaries are set forth in Appendices D, E, and F .

6.4 Extramural and intramural activities salaries.

A teacher assigned to an extramural or intramural activity listed in Appendix G shall receive the indicated salary.

6.5 Coaching Responsibilities.

Coaching responsibilities are defined in the Appendix K at the end of the contract.

ARTICLE 7 — PROFESSIONAL DEVELOPMENT

SECTIONS:

- 7.1 Teacher Center**
- 7.2 In-service committee**
- 7.3 District allocations**
- 7.4 Compensation for participation**
- 7.5 Assignment prohibited**

7.1 Teacher Center.

The District hereby agrees to make an annual application to participate in a teacher resource and computer training center as provided in Section 316 of the Education Law and Part 81 of the Regulations of the Commissioner of Education. The Teacher Center shall organize a program of courses, lectures, and/or workshops for all teachers.

7.2 In-service committee.

The District and the Association shall establish a committee to administer in-service courses. The committee shall consist of four teachers appointed by the Association President and four persons appointed by the Superintendent. The Superintendent shall be an ex-officio member of the committee. The committee shall organize an in-service program of courses, lectures, and/or workshops for all teachers. The district will provide an opportunity, and encourage, all teachers to obtain 175 hours of professional development over a 5 year period.

7.3 District allocations.

- (a) The District shall allocate twenty five dollars (\$25.00) for each full-time and part-time teacher to pay for instructors' fees, materials, and supplies for in-service courses.
- (b) The District shall allocate twenty thousand dollars (\$20,000.00) annually for compensation to teachers who take in-service, Teacher Center, and SETRC courses. Although the District will continue to offer in-service courses once the \$20,000 allocation has been expended, remuneration to participants will be at the discretion of the District.

7.4 Compensation for participation.

- (a) Teachers who participate in in-service, Teacher Center, and SETRC courses shall be compensated at the rate of twenty-five dollars (\$25.00) per hour of participation and are eligible to take a maximum of 20 hours of in-service, Teacher Center, and/or SETRC courses annually for compensation. Compensation shall be made within six weeks after the conclusion of the course. All compensation made pursuant to the provisions of this subdivision shall be on a one-time basis. Teachers

who have been compensated for 20 hours will remain eligible to take additional courses without compensation.

- (b) To be compensated in an in-service course, a teacher must have attended the course for at least eighty percent of the scheduled course hours. Exceptions to the minimum attendance requirements may be made at the discretion of the Superintendent.

7.5 Assignment prohibited.

A teacher may not assign, transfer, or convey any credit hours for which he is eligible for compensation to another teacher.

ARTICLE 8 — PROFESSIONAL DEVELOPMENT WORKSHOPS

SECTIONS:

- 8.1 Educational workshops**
- 8.2 Procedure for attendance**
- 8.3 Compensation**

8.1 Educational workshops.

Realizing that out-of-district educational workshops provide valuable assistance in maintaining and initiating new educational methods, it is felt that certain monetary provisions should be made for teachers participating in such workshops.

8.2 Procedure for attendance.

- (a) Prior approval for attendance at an educational workshop must be obtained from the Building Principal and the Superintendent.
- (b) A request for attendance at an educational workshop must contain the beginning and completion dates, location, and relevance to requestor's position.
- (c) Upon return (within 1 week) from a conference the attendee will provide a minimum 1 page synopsis to the building principal and share information with colleagues who would potentially benefit from such information.

8.3 Compensation.

A teacher attending an administratively approved professional development workshop will be reimbursed for necessary expenses that are pre-approved to a maximum of three hundred-fifty dollars (\$350.00) per year.

ARTICLE 9 — SUMMER SCHOOL

SECTIONS:

- 9.1 Application**
- 9.2 Assignments**
- 9.3 Compensation**
- 9.4 Death in immediate family**
- 9.5 Sick Days**

9.1 Application.

A teacher desiring a summer school position will make application by May fifteenth of the applicable year. The application shall show all courses that a teacher is willing to teach and is also certified to teach.

9.2 Assignments.

- (a) Summer school teaching assignments will be made with priority to District teachers as hereinafter set forth.
- (b) No assignment will be made outside the District if a certified teacher from within the District has applied.

9.3 Compensation.

Summer school salaries per ninety-minute period for teachers and librarians shall be forty-four dollars (\$44.00) effective July 1, 2006; forty-six dollars (\$46.00) effective July 1, 2007.

9.4 Death in immediate family.

Teachers shall be entitled to 1 (one) day leave at full pay because of death in the Immediate family, and consideration may be given for additional leave at the discretion of the administration.

9.5 Sick Days.

District teachers shall be entitled to use one (1) sick day per summer school session. This sick day shall be deducted from the total accumulated days as specified in Article 11.

ARTICLE 10 — RETIREMENT BENEFIT

SECTIONS:

- 10.1 Benefit**
- 10.2 Eligibility requirements**
- 10.3 Mandatory 403 (b) Payment**
- 10.4 Forfeiture of benefit**
- 10.5 Nonprejudicial continuation of service**

10.1 Benefit.

A teacher who retires and who meets the eligibility requirements specified in this article shall receive an early retirement benefit of seventeen thousand dollars (\$17,000.00) and fifty dollars (\$50.00) per day of unused accumulated sick leave.

All school nurses shall be entitled to the early retirement incentive specified in Article 10 of the contract. However, they may not participate in both the early retirement incentive offered by the District and the E.R.S. 41J plan, but must choose one or the other.

(a) This benefit will be made as a non-elective employer contribution to a 403 (b) Governmental Plan able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The retirement incentive will be remitted by the District as soon as administratively possible commencing with the year of retirement, subject to the requirements below:

For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the employer agrees:

To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSTR membership date prior to June 17, 1971, OR if the employee has a NYSTR membership date subsequent to June 16, 1971, remit any remainder in the year(s) following retirement to the 403 (b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

(b) If the current Internal Revenue Codes change and this non-elective 403B retirement incentive is no longer allowable, the District and the H.T.A. agree to revert back to a cash payment in the same amounts. This cash payment will be made within thirty days of retirement.

(c) The Association member who is eligible for this incentive shall choose their own 403-b Plan Administrator from the District's approved list. The Employee will provide proof that the 403-b administrator chosen accepts employee contributions. The District is responsible for making the proper payment to the plan of the employee's choice.

(d) In the application of this retirement benefit, the District shall be indemnified, except for the payment of the dollar amounts specified and remitting the same to the 403-b.. plan of the member's choice in a timely manner.

(e) Any dispute arising from this process will be adjudicated using the grievance procedure in the collective bargaining agreement.

10.2 Eligibility requirements.

(a) To be eligible for the seventeen thousand dollar benefit, a teacher must:

- (i) be eligible for the first time to take ordinary or disability retirement under a New York State Retirement System in accordance with the rules of the Retirement System in existence at the time.
- (ii) have worked in the District for ten consecutive years or have an equivalent of 15 years full time employment in the District. A teacher does not have to be in a full-time position at the time of retirement, but must have been employed by the District when the requirements of this article are fulfilled.
- (iii) a teacher who has met the requirements of (i) above, will present a binding letter of retirement to the District by March 1st of the year of retirement.
- (iv) a teacher choosing to retire, other than at the end of the school year, must submit a binding letter of retirement to the District four (4) months prior to their retirement.

(b) To be eligible for the unused accumulated sick leave benefit, a teacher must have worked in the District for ten years.

10.3 Mandatory 403 (b) Payment.

Those eligible unit members, who receive the retirement benefits above, will be compensated in accordance with the following Internal Revenue Service requirements:

A. No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

B. Contribution Limitations

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403 (b) account to exceed the applicable contribution limit under Section 415 (c) (1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions and post-employment to former employees' 403 (b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403 (b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution, referred in any of the preceding paragraphs, exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

1. For all members in the New York State Teachers' Retirement System ("TRS") or Employees Retirement System ("ERS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution; and

2. For all members in the New York State Teachers' Retirement System (TRS) or Employees Retirement System (ERS) with a membership date in the TRS or ERS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403 (b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

C. If the current Internal Revenue Codes change and this non-elective 403 (b) retirement incentive is no longer allowable, the District and the Association agree to revert back to a cash payment in the same amounts. This cash payment will be made within thirty (30) days of retirement.

D. The Association member who is eligible for this incentive shall choose their own 403-b Plan Administrator from the District's approved list. The Employee will provide proof that the 403-b administrator chosen accepts employee contributions. The District is responsible for making the proper payment to the plan of the employee's choice.

E. In the application of this retirement benefit, the District shall be indemnified, except for the payment of the dollar amounts specified and remitting the same to the 403 (b) Plan of the member's choice in a timely manner.

10.4 Forfeiture of Benefit.

If a teacher fails to present a written request as provided in Section 10.2 of this article, the early retirement benefit will be forfeited.

10.5 Nonprejudicial continuation of service.

A teacher who does not elect to retire may continue his teaching career without prejudice or jeopardy.

ARTICLE 11 — SICK LEAVE

SECTIONS:

- 11.1 Allocation; accumulation**
- 11.2 Certification of absence**
- 11.3 Pregnancy-related conditions**
- 11.4 Record keeping**

11.1 Allocation; accumulation.

Each teacher shall be allowed thirteen fully paid working days of sick leave per year in addition to leave accumulated in prior years. There will be no limit to the number of unused sick leave days that may be accumulated.

11.2 Certification of absence.

- (a) A doctor's certificate may be required for three or more consecutive days of sick leave due to personal illness.
- (b) A written statement may be required for any other absences, such as illness in the family, death in the family, etc.

11.3 Pregnancy-related conditions.

Absence caused by conditions relating to pregnancy will be considered as sick leave. The attending physician will establish lengths of such leave. If a teacher using such leave teaches for ninety days or more, or the equivalent of a semester during the school year of said leave, she will be placed on the next step for salary placement the following September.

11.4 Record keeping.

- (a) The Superintendent or his designee shall be authorized to keep a record of each teacher's sick leave and the accumulation from year to year.
- (b) Prior to October first, the District shall give each teacher written notice of his accumulated sick leave as of the previous June thirtieth.

ARTICLE 12 — SICK LEAVE BANK

SECTIONS:

- 12.1 Bank established
- 12.2 Bank committee
- 12.3 Membership
- 12.4 Bank maximum
- 12.5 Borrowing
- 12.6 Repayment
- 12.7 Record keeping

12.1 Bank established.

A voluntary sick leave bank is hereby established for teachers who have exhausted their accumulated sick leave. Sick-leave bank days are to be used in the event of an illness or disability of either the teacher or his immediate family which would require the use of more sick leave than the teacher has accumulated.

12.2 Bank committee.

Loans of sick leave days must be authorized by a committee composed of the Superintendent, the Association president, and the Association vice-president. A majority vote will determine an authorization.

12.3 Membership.

- (a) A teacher wishing access to the sick leave bank shall contribute one full day at the beginning of each school year for two consecutive years. A teacher may elect to join the bank either by October first of any school year or within thirty days after commencing employment. A teacher may join the bank at other times, but he will not be eligible to borrow days until sixty calendar days after joining.
- (b) A member may remove himself from the bank at any time. He then becomes ineligible to borrow from the bank.

12.4 Bank maximum.

- (a) If the total number of days in the bank at the beginning of any school year exceeds one hundred eighty, the only days which may be added during the year will be those of new members wishing to gain access to the bank and days being repaid.
- (b) If, at any time, the total days in the bank drops below one hundred days, each member shall contribute an additional one-half day.

12.5 Borrowing.

A member whose sick leave has run out may apply to borrow up to a total of forty days from the bank. Under extenuating circumstances and with the mutual approval of the Superintendent and the HTA President, a member may borrow more than the forty days from the bank.

12.6 Repayment.

- (a) A member who has borrowed days from the bank shall make an annual repayment of fifty percent of his unused sick leave days at the beginning of the following school year. Nothing contained herein shall preclude a member from repaying more than fifty percent of his unused sick leave days.
- (b) If a member retires, resigns, or for any other reason leaves the District, the days due will be collected in accumulated sick leave days or cash at one-two hundredths of the borrower's annual salary in effect at the time he borrowed, or a combination of both. The days will then be returned to the bank.
- (c) If a member has borrowed from the sick leave bank and dies, his estate shall not be required to pay back his borrowed days. If a member is granted a disability retirement by the New York State Teachers' Retirement System, he shall not be required to pay back his borrowed days.

12.7 Record keeping.

The District will maintain the bank and all arrangements are to be made at the District office. An accounting of the sick leave bank will be provided annually by the District to the Association president by November first.

ARTICLE 13 — PERSONAL LEAVE

SECTIONS:

- 13.1 Allocation; accumulation
- 13.2 Procedure
- 13.3 Limitations
- 13.4 Record keeping

13.1 Allocation; accumulation.

A teacher may use two of his sick leave days as personal days. Effective July 1, 2006 personal days may accumulate to a maximum of five. Any personal days accumulated beyond the maximum of five (5) will be converted to sick days. However, teachers who have accumulated more than five personal days prior to July 1, 2006 will be allowed to retain them for use in accordance of the provisions of Article 13.

13.2 Procedure.

- (a) Personal leave notice shall be filed with the Superintendent for allowance of absences other than illness. This type of leave shall be deducted from a teacher's accumulated sick leave.
- (b) Except as limited by the provisions of Section 13.3 of this article, a teacher must, except in an emergency, give at least one day's prior notification for each personal day to be used.

13.3 Limitations.

- (a) Personal leave will be granted before or after a scheduled vacation in the event of an emergency. Personal leave may be granted for other situations at the discretion of the Superintendent.
- (b) No teacher may use more than five personal days in any single school year without prior approval from the Superintendent.

13.4 Record keeping.

Prior to October first, the District shall give each teacher written notice of his accumulated personal leave as of the previous June thirtieth.

ARTICLE 14 — ILLNESS OR DEATH IN IMMEDIATE FAMILY

SECTIONS:

- 14.1 Illness in immediate family**
- 14.2 Death in immediate family**
- 14.3 Immediate family defined**

14.1 Illness in immediate family.

Each teacher shall be entitled to five days leave at full pay because of illness in the immediate family and such leave shall be deducted from accumulated sick leave. Additional family sick leave must be pre – approved by the Superintendent.

14.2 Death in immediate family.

Each teacher shall be entitled to five days leave at full pay because of death in the immediate family and such leave shall not be deducted from accumulated sick leave.

14.3 Immediate family defined.

The term **immediate family** means a teacher's (or spouse's or significant other's) husband, wife, father, mother, brother, sister, uncle, aunt, grandparents, children, grandchildren, or a more distant relative if residing in a teacher's home at the time of illness or death.

ARTICLE 15 — PARENTAL LEAVE

SECTIONS:

- 15.1 Purpose; length of leave**
- 15.2 Procedure**
- 15.3 Health insurance while on leave**

15.1 Purpose; length of leave.

A teacher will be granted a parental leave of absence without pay or benefits (except as noted in Section 15.3 of this Article) to take care of a natural or adopted child for a period not to exceed one year. The District may grant an extension of a parental leave of absence for a period not to exceed an additional year upon the recommendation of the Superintendent.

15.2 Procedure.

Except in an emergency, a teacher must submit a written request to the Superintendent for a parental leave of absence at least thirty days before the leave is to begin. A written request for an extension of a parental leave of absence must be submitted to the Superintendent at least forty-five days before the expiration of the principle leave of absence, but no later than April 1st. Exception to this time requirement may be made at the discretion of the Superintendent.

15.3 Health insurance while on leave.

If a bargaining unit member receives a leave under the provisions of this Agreement, which also would be considered a leave within the Family and Medical Leave Act, then such federal benefits shall run concurrently with the contractual leave and the employee would be entitled to the benefits of such Act during the period of such leave.

A teacher on parental leave of absence may continue to participate in the District's health care plan at no additional cost for the twelve (12) weeks allowed by the Family Medical Leave Act. After the end of twelve weeks, the teacher may continue to participate in the health care plan by paying the full premium of said plan.

ARTICLE 16 — LEAVES OF ABSENCE

SECTIONS:

16.1 Short-term leave; notification

16.2 Long-term leave; notification

16.3 Salary increment

16.1 Short-term leave; notification.

A teacher may request a leave of absence for a part of the school year by making a written request to the Superintendent thirty days prior to the date of leave. A request for an extension of such leave shall be made in writing to the Superintendent thirty days prior to the expiration of such leave.

16.2 Long-term leave; notification.

A teacher may request a leave of absence for the following school year. Such request must be submitted in writing by April 1st to the Superintendent for consideration. The Board will act upon the request and notify the teacher no later than May 1st. A teacher whose leave of absence expires on September first shall give notice of intent to return or

not to return no later than the preceding April 1st. A teacher whose leave of absence expires at the close of the first semester shall give notice of intent to return or not to return no later than the preceding November first. Notice of intent to return shall be binding.

16.3 Salary increment.

A certified teacher who takes a leave of absence for professional growth in a formal course of study shall be given a salary increment or the appropriate fractional increment on the salary schedule for the period of the leave of absence.

ARTICLE 17 — SABBATICAL LEAVE

SECTIONS:

- 17.1 Purpose**
- 17.2 Conditions and requirements for qualification**
- 17.3 Application procedure**
- 17.4 Sabbatical leave committee**
- 17.5 Approval of leave**
- 17.6 Compensation while on leave**
- 17.7 Reports to Superintendent**
- 17.8 Return to service**
- 17.9 Penalties for failure to complete requirements**

17.1 Purpose.

- (a) The Board may grant a sabbatical leave of absence to teachers upon the recommendation of the Superintendent. Such leave shall be predicated upon the fact that the professional qualifications and competence of a teacher and the general welfare of the schools of the District will be benefited by such leave.
- (b) A sabbatical leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for other types of experiences will be considered on their merit and may be approved by the Board upon recommendation by the Superintendent.

17.2 Conditions and requirements for qualification.

A teacher who meets the qualifications hereinafter set forth shall be eligible to apply for sabbatical leave:

- (a) Preference shall be given to applicants who hold a life or permanent teaching certificate.
- (b) An applicant must have been in the employ of the District for at least seven

consecutive years, during which period satisfactory service has been rendered by a full-time teacher. Absence from service in the District for a period of not more than one year under a leave of absence by the Board for professional improvement or for improvement of health shall not be considered as a break in the continuity of service toward meeting the required seven consecutive years of service.

- (c) Subsequent sabbatical leaves may be granted after eligibility has been re-established by another period of seven consecutive years of satisfactory service as a full-time teacher.
- (d) A maximum of two percent of the professional staff (one half of one percent means an additional teacher) may be granted a sabbatical leave in any one year. The two percent grant shall be so distributed that all professional groups have equal opportunity of participation in such leave insofar as possible; however, this does not mandate that two percent or any specific number of teachers shall be on sabbatical leave during any one year.
- (e) A sabbatical leave may be granted for a period of not less than one full semester nor more than two full consecutive semesters.
- (f) An applicant shall file with the clerk of the Board a written agreement stating that he will remain in the service of the District for a period of two years after the expiration of the sabbatical leave granted. Default on this agreement shall be governed by the conditions set forth in Section 17.9 of this article.

17.3 Application procedure.

- (a) It shall be the duty of an applicant to include with his application the following as evidence that he is sincere in his request and will fulfill the purposes of the leave:
 - (i) For formal study: A program of work or of recognized courses which the applicant will participate in and which will qualify him for higher credentials in the profession;
 - (ii) Research and/or writing: An outline of the proposed project with such approval as is necessary to indicate the value of the project to the present or future service of an applicant in the profession and specifically to the District;
 - (iii) Travel: The proposed itinerary together with the professional objectives to be gained or sought by such travel; or
 - (iv) Other reasons: A plan shall be submitted which will state the professional objectives to be gained or sought by such leave and an evaluation of the benefits of such leave to the District.
- (b) All applications for sabbatical leave must be filed with the Superintendent not later than April fifteenth for leave starting the first semester (September first of the following year) and not later than October fifteenth for leaves starting the second semester (February first of the following year). An applicant shall be notified within thirty days after the due date for filing of the acceptance or rejection of his application.

17.4 Sabbatical leave committee.

- (a) All applications for sabbatical leave shall be handled by a sabbatical leave committee. The committee shall consist of the Superintendent, a building principal, a department chairman and/or grade-level chairman, an Association building representative from each building level, and the Association president.
- (b) All applications shall be referred to the sabbatical leave committee for preliminary review and consideration. The committee shall have the duty of making recommendations to the Superintendent concerning all applications for sabbatical leave. The committee shall consider the following factors, in the order listed, in making its recommendations:
 - (i) Potential benefit to the District;
 - (ii) Professional growth of the applicant;
 - (iii) Purpose of leave;
 - (iv) Seniority in the District; and
 - (v) Other factors deemed important.

17.5 Approval of Leave.

- (a) Approval of sabbatical leave by the Board shall be contingent upon securing a qualified substitute to assume an applicant's duties. Sabbatical leave, once granted, cannot be terminated before the date of expiration, except as otherwise agreed upon by the Board and the teacher involved.
- (b) The Board reserves the right to reject any and all requests for sabbatical leave.

17.6 Compensation while on leave.

Compensation for a teacher on sabbatical leave shall be as follows:

- (a) If the leave is for one semester, compensation shall be at the regular rate.
- (b) If the leave is for two semesters, compensation shall be one half the regular rate.
- (c) Compensation shall be made in accordance with the regular District provisions for payment of salary to teachers. It is the duty of the teacher on sabbatical leave to keep the District's business office informed of his address while on leave.
- (d) A teacher on sabbatical leave shall be entitled to any automatic salary increment scheduled by this agreement.

17.7 Reports to Superintendent.

- (a) Changes in program: A teacher shall immediately request approval from the Superintendent for substantial changes in a planned program of the leave as outlined in the application.

- (b) Interim report: A report containing such information as will enable the Superintendent to determine that the leave is being used in the proper manner shall be filed with the Superintendent at the mid-point of a leave.
- (c) Final report: A final report shall be filed with the Superintendent at the completion of a leave and shall contain the following:
 - (i) Institution attended;
 - (ii) Courses taken;
 - (iii) Credits received;
 - (iv) Experience gained;
 - (v) Teacher's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system;
 - (vi) A report on the program to be carried out in the District following the leave period, if applicable; and
 - (vii) Any other reports that the Superintendent shall deem to be necessary to evaluate the leave.

17.8 Return to service.

- (a) Upon expiration of a sabbatical leave, a teacher shall be restored to his position or to a position of like nature, seniority, status and pay, provided that he remains eligible for reinstatement under other rules or regulations of the Board.
- (b) A teacher shall not be considered as having fulfilled the leave requirements until the Superintendent has approved the final report described in subdivision (c) of Section 17.7 of this article. The report must be filed within thirty days after the teacher returns to active duty. In addition, a report of the benefits of the leave as carried out in the District at the end of the school year when the teacher returns to service will be required. This report, when received by the Superintendent, may be used to inform the Board regarding the sabbatical leave program.

17.9 Penalties for failure to complete requirements.

- (a) If the Superintendent finds that a teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid by the District shall become due immediately and all future payments shall cease.
- (b) If a teacher completes a program satisfactorily but does not return to the District as agreed upon in writing, he shall repay the District within two years the entire sum received by him from the District during his leave.
- (c) If a teacher does not remain in the employ of the District for a period of two years immediately following his sabbatical leave, he shall, within two years, repay the District an amount of money which shall be proportional to services rendered. The provisions of this subdivision do not apply when a teacher becomes incapacitated and cannot work or when the Board waives the rule.

ARTICLE 18 — JURY DUTY

SECTIONS:

18.1 Jury duty; appearance as witness

18.1 Jury duty; appearance as witness.

The District, feeling that it is the civic responsibility of every individual to participate in activities concerning the welfare of the citizens of the community, and recognizing the importance of their teachers having the opportunity to serve as jurors without loss of pay, make the provision that any teacher serving on a jury shall receive the difference from pay received for such duty and his regular pay. The provisions of this section will also apply to a teacher who may be subpoenaed as a witness under any laws of any state or federal government.

If a teacher is dismissed from jury duty and can return to the District to complete a half day or more of employment, it is expected that he will return promptly.

ARTICLE 19 — HEALTH INSURANCE

SECTIONS:

- 19.1 Health insurance coverage; premium payment
- 19.2 Payment in lieu of coverage
- 19.3 Health insurance coverage for retirees
- 19.4 Notification to retirees
- 19.5 Cafeteria plan (IRS Code 125)
- 19.6 Long-term substitute teachers

19.1 Health insurance coverage; premium payment.

- (a) Health insurance will be provided through the Genesee Area Health Care Plan.

Dental Insurance will be provided through the Blue Cross/Blue Shield Plan.

Vision care insurance will be provided through the NYSUT Premier Platinum Vision Plan, with a 12 month benefit cycle.

Prescription coverage will be provided through the Genesee Area Health Care Prescription Plan. For all prescription drugs which exceed the cost of \$25 co-pay for a single 30 day prescription and any mail order prescriptions, the District will reimburse all teachers and retirees the difference. All reimbursement claims will be processed by the District on a bi-monthly basis beginning October 1st of each year. All claims must be submitted to the District within 60 days after date of purchase. Maintenance drugs may be filled through the Plans' mail/internet order system and will be charged a single co-payment for each order.

- (b) Teacher co-payment for the insurance coverage specified in 19.1 (a), will be the percent stated based on the teacher choice of a family or single plan, and the coverage(s) they elect to receive.

	2004-2005 --- 10% of total cost for Health, Dental, Prescription and Vision Plans
	2005-2006 --- 12% of total cost for Health, Dental, Prescription and Vision Plans
Effective (July 1, 2006)	2006-2007 --- 15% of total cost for Health, Dental, Prescription and Vision Plans
	2007-2008 --- 15% of total cost for Health, Dental, Prescription and Vision Plans

- (c) Doctor/PA/NP office visits co-pays will be \$15.

- (d) When applicable, family plans will be converted to individual plans. This applies to employees whose spouses are also district employees.

There will be no change of health insurance or carrier without prior agreement with the Association.

19.2 Payment in lieu of coverage.

- (a) During the month of June or within the first week of being hired a teacher may elect for the following school year to have health insurance coverage provided by the District or to receive a buyout payment. If a teacher chooses the buyout he must submit to the District an official confirmation of health insurance coverage elsewhere. A teacher, whose needs change during the year, may by giving the District 30 days written notification surrender his District insurance plan and participate in the insurance buyout program. The amount of the buyout will be determined as follows:

If a total of 1-20 teachers, retired teachers and teaching assistants elect the buyout option, the payment will be 18% of the total premium for all insurance coverages. For the 2005-06 year, the buyout is approximately \$1950.00 for family plan coverage and \$815 for individual plan coverage.

If a total of 21-25 teachers, retired teachers and teaching assistants elect the buyout option, the payment will be 30% of the total premium for all insurance coverages.

If a total of 26-30 teachers, retired teachers and teaching assistants elect the buyout option, the payment will be 34% of the total premium for all insurance coverages.

- (b) A teacher who elects the buyout in lieu of health insurance coverage may have his health insurance coverage reinstated by giving the District 30 days written notice of his intention to surrender the buyout.

19.3 Health insurance coverage for retirees.

- (a) To be eligible for participation in the District's group insurance plan, a retiree must qualify for retirement as a member of a retirement system administered by the State of New York or one of its subdivisions. A teacher hired after July 1, 2004 must have a minimum service to the District of 10 years (in full time equivalents).

When applicable, family plans will be converted to individual plans. This applies to retired employees whose spouses are also district employees.

- (b) Teachers retired prior to January 1, 2005, who are participants in the District's group health insurance plan, may remain participants at no cost to the retiree. Spouses covered at the time of retirement may remain participants in the District group health insurance plan at no cost as long as they remain legally married. Surviving spouses will remain covered at no cost if the retiree predeceases him/her. If the retiree re-marries he/she may have the opportunity to increase insurance coverage to include their spouse if allowable by the District's insurance carrier. The increased cost will be his responsibility.

- (c) Teachers retiring after January 1, 2005 who are participants in the District's group health insurance plan, may remain participants with coverage for themselves and their spouse. They will pay a co-payment equal to the percentages listed.. below. The amount of this co-payment can never exceed the amount of the co-payment in effect for active teachers. Spouses covered at the time of retirement may remain participants in the District's group health insurance plan at no additional co-payment, as long as they remain legally married. Surviving spouses will remain covered if the retiree predeceases him/her, and their co-payment would be appropriately adjusted. If the retiree re-marries he/she may have the opportunity to increase insurance coverage to include the spouse if allowable by the District's insurance carrier. The increased cost will be his responsibility.

2005-2006	12%	of the premium for the District's group health insurance plan
2006-2007	15%	of the premium for the District's group health insurance plan.
2007-2008	15%	of the premium for the District's group health insurance plan.

Example 1: Upon the death of a retiree's spouse, if the retiree re-marries, the new spouse may be added to the District's group health insurance plan at an additional cost to the retiree.

Example 2: Upon the death of a retiree, if his/her spouse (a non employee) re-marries, the new spouse may not be added to the District's group health insurance plan.

Retirees and their spouses as described above upon becoming Medicare eligible, and who live within the network covered by the BC/BS Medicare Blue PPO Plan Three shall be switched to this plan with no premium co-payment. Those retirees and their spouses as described above who cannot be switched because they live outside the network will remain in the District's group health insurance plan with the same coverage as active teachers and pay the same premium co-payment as active teachers in effect at the time they become Medicare eligible.

- (d) Retirees will maintain their dental coverage after switching to the BC/BS Medicare PPO Plan Three, they will pay the co-payment in effect at the time of eligibility.
- (e) Prescription coverage will be provided for retirees through the Finger Lakes Prescriptions ("FLRx") after switching to the BC/BS Medicare Blue PPO Plan Three. For all prescription drugs which exceed the cost of \$25 co-pay for a single 30 day prescription, and any mail order prescriptions the District will reimburse the retiree the difference as per article 19.1 a, above.
- (f) After switching to the BC/BS Medicare Blue PPO Plan Three, vision coverage will no longer be provided by the NYSUT Premier Platinum Vision Plan.

19.4 Notification to retirees.

The District will notify retirees and explain to them all negotiated changes and restrictions in medical insurance coverage as agreed upon by the insurance carrier.

19.5 Cafeteria plan (IRS Code 125).

The District shall maintain a cafeteria plan according the IRS Code 125. Said cafeteria plan shall offer to teachers the choice of either health insurance at the contractually agreed to District/teacher contribution or the contractually agreed to payment in lieu of coverage option. The membership costs for the cafeteria plan shall be borne by the teachers.

The teacher's share of the health insurance and any other monies the teacher wishes to set aside in the cafeteria plan shall be deducted in uniform amounts from all pays throughout the school year.

19.6 Long-term substitute teachers.

A person hired by the District as a substitute teacher for a period of one full school year or longer shall be entitled to health insurance as outlined in Article 19 for the duration of his employment.

ARTICLE 20 — WORKING CONDITIONS

SECTIONS:

- 20.1 Work year**
- 20.2 Conference days**
- 20.3 Work load**
- 20.4 Class size**
- 20.5 Preparation periods**
- 20.6 Teaching assignments**
- 20.7 Department chairmen and coordinators**

20.1 Work year.

- a. The work year shall be at least 180 workdays, but shall not exceed 185 days.
- b. The work year will begin the day following Labor Day and shall end on the last day of Regents week.
- c. If all emergency days are not used in a given year then primary and elementary teachers shall be granted an additional work day without students. This work day will take place during the last week of school as designated by the Superintendent.

20.2 Conference days.

At least two conference days shall be scheduled each year. In addition to these two days, the District will provide two half days each semester for parent-teacher conferences.

20.3 Work load.

- (a) The Superintendent will be guided by Section 100.2(l) of Part I of the Regulations of the Commissioner of Education that state "The number of daily periods of classroom instruction for a [secondary school] teacher should not exceed five. A school requiring of any teacher more than six teaching periods a day or a daily teaching load of more than one hundred and fifty pupils should be able to justify the deviation from this policy." School districts that are unable to meet the terms of this regulation are required to make annual reports with respect to the progress made toward eventual compliance with the regulation together with reasons for noncompliance.
- (b) There is no similar regulation for elementary teachers, but any teacher may protest an unreasonable load to the commissioner of education.
- (c) The primary use of the workday prior to the first scheduled morning class in the elementary school and after the last scheduled afternoon class in the secondary school is to work with students who need extra help and/or to make up exams. This time may also be used for faculty or committee meetings.

20.4 Class size.

Recommended class sizes for the elementary school are twenty-five in kindergarten and twenty-seven in grades one through six.

20.5 Preparation periods.

- (a) Teachers in kindergarten and grades one through six shall have at least one preparation period per day of no less than thirty minutes, ("exclusive of travel time") during which time they will not be assigned any other duties. Except by individual written request of a building principal, which should be used only in exceptional circumstances, said teachers shall not be required to remain in their rooms during special classes.

(b) High School Preparation Periods/Block Schedule

High school teachers (Grades 9-12) shall teach a maximum of 3 (three) classes per day under the current block schedule. In addition, a teacher may be assigned to supervise 1 (one) "advisement period" per day.

A typical example of a high school teacher's daily schedule is illustrated below.

Block #1	Preparation period	(77 minutes)
Block #2	Class	(77 minutes)
Block #3	Class	(77 minutes)
Block #4	Advisement	(46 minutes)
	Lunch	(30 minutes)
Block #5	Class	(77 minutes)

- (c) Teachers who teach A.C.E. classes will be granted an additional 46 minutes of preparation time per day for each A.C.E. subject taught.
- (d) Teachers whose schedules include variations of the block schedule (including but not limited to : tri-electives and ½ block classes) shall be guaranteed a minimum of 77 (seventy seven) minutes of preparation time per day.
- (e) Any schedules that deviate from the above standards must be agreed upon by the principal, the teacher, and the H.T.A. prior to implementation.
- (f) Middle School Preparation Periods

6 classes, or

5 classes + Team/SH (alternating days), or

5 classes + one (1) 44 minute duty, or

5 classes + team/22 minutes of duty (alternating days), or

5 classes + SH/22 minutes of duty (alternating days), or

5 classes + SH;

And one (1) 30 minute duty free lunch period.

Middle School teachers shall be guaranteed a minimum of eighty (80) minutes of preparation time each day.

20.6 Teaching Assignments.

The District will notify all teachers as soon as possible of the next year's assignment, including the school to which they will be assigned, the grades and subjects that they will teach and any special or unusual classes. Such notification does not preclude the District from making such changes as deemed appropriate after such notification.

20.7 Department chairmen and coordinators.

- (a) The Superintendent will negotiate additions to and deletions from the list set forth in Appendix C to this agreement. Salaries for these positions are listed in Appendix C.
- (b) A 6-12 department chairman will not be assigned to departments with three or fewer members.
- (c) The District will give consideration to assigning a 6-12 department chairman to a department with more than three but fewer than five members.
- (d) The Superintendent will post an appropriate 6-12 chairman notice when a department has five or more members.
- (e) If the District or any member of a 6-12 department with three or fewer members feels the need to meet, the District will establish a meeting.
- (f) Since department chairmen and coordinators may spend considerable time in carrying out their duties, they will be financially compensated and/or their overall teaching load will be reduced.
- (g) The District should make provision for communication and coordination in subject matter areas throughout the primary, intermediate, and secondary levels in areas of planning and curriculum development.

ARTICLE 21 — PERFORMANCE REVIEW

SECTIONS:

- 21.1 Purpose**
- 21.2 Performance review committee**
- 21.3 Performance review basics**
- 21.4 Frequency of performance review**
- 21.5 Procedure**
- 21.6 Performance review of coaching staff**

21.1 Purpose.

The primary purpose of performance review is to improve the quality of teaching and learning.

21.2 Performance review committee.

A performance review committee is hereby established and shall consist of three District-appointed members and four Association-appointed members.

21.3 Performance review basics.

A performance review may be based not only on classroom observations, but also on a teacher's performance in other activities during the workday and at any school-related activity outside the regular workday.

This review may include but is not limited to the following: classroom observation, videotape assessment, self review, peer review and portfolio review. For teachers possessing a transitional certificate or initial certificate, the plan shall require the teacher to be evaluated based on portfolio review, which may include but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on their classroom performance.

21.4 Frequency of performance review.

Tenured teachers will receive a performance review at least once each year. Non-tenured teachers will receive a performance review at least twice each year.

21.5 Procedure.

- (a) Performance reviews will be done by a building principal or his certificated administrative designee. All monitoring or observation of a teacher's classroom performance will be conducted openly and with the full knowledge of the teacher.
- (b) A performance review will be discussed with a teacher within ten school days after a classroom observation, at which time a copy of the completed performance review form will be given to the teacher. A teacher will sign a performance review form to indicate that he has received and read said form. A teacher will have the right to respond to a performance review and to have the response affixed to said review.
- (c) All tenured teachers have the option of choosing to work with the administration to have a direct classroom (traditional) observation, or creating a Performance Video, or choosing the Self-Directed Evaluation, or the Portfolio Review. The teacher

choosing the Video or the Self-Directed Evaluation does not preclude an administrator from doing a formal observation as well. The Performance Video will be returned to the teacher at the conclusion of the post-observation conference, and no copies will be made without the written permission of the teacher. A copy of the traditional Performance Review form, the criteria for the Performance Video and the Self-Directed Evaluation may be found in Appendix H of this contract.

21.6 Performance review of coaching staff.

- (a) The primary purpose of a performance review is to improve the quality of coaching.
- (b) Coaching staff will be evaluated annually by a certified Administrator.
- (c) The form to be used is located in Appendix L.

ARTICLE 22 — VACANCIES AND TRANSFERS

SECTIONS:

22.1 Vacancies

22.2 Transfers

22.1 Vacancies.

- (a) All positions will be posted on the school website for a minimum of 10 days and emailed to the President of H.T.A. and to all Dept. Chairpersons and Grade Reps.

During the school year, all vacancies will be posted in the area of the teachers' mailboxes in each building.

- (b) A vacancy shall be created when there is an opening for a semester or more in duration.
- (c) Certified applicants from the District's staff will be given serious consideration for any vacancy.

22.2 Transfers.

Whenever it may be necessary to transfer a teacher from one grade to another (in adjusting for enrollment changes), seniority in the grade with excess teachers will be considered, but the final decision shall remain with the Superintendent and building principal involved.

ARTICLE 23 — PERSONNEL FILES

SECTIONS:

- 23.1 Official files**
- 23.2 Right to respond**
- 23.3 Right to sign**
- 23.4 Access**
- 23.5 Copies of material**

23.1 Official files.

The District shall maintain one official personnel file for each teacher. The files shall be located in the District office. Should there be any change in the location of said files, teachers will be notified.

23.2 Right to respond.

A teacher may respond in writing to any item in his file. A response shall be attached to and made a part of the file entry. A response shall not be unduly limited, but shall be reasonable in length.

23.3 Right to sign.

A teacher shall be afforded an opportunity to affix his signature to entries placed in his file which are evaluative, disciplinary, or not of a routine nature. Such signature shall signify that the teacher has examined the material and does not necessarily indicate agreement.

23.4 Access.

A teacher shall be entitled to access to all materials in his file except for those items acknowledged at their source as confidential, i.e., letters of recommendation. A teacher may be accompanied by an Association representative while viewing the contents of his file. Access to a file shall normally be during the regular workday. Appropriate advance notice of at least one work day may be required.

23.5 Copies of material.

A teacher will be furnished with a copy of any material in his file upon request if the cost of reproducing the material is paid by the teacher.

ARTICLE 24 — JOB SECURITY

SECTIONS:

24.1 Dismissal

24.2 Reduction in force

24.1 Dismissal.

- (a) If the Board is considering the dismissal of a teacher, all applicable laws of the State of New York shall be followed.

24.2 Reduction in force.

- (a) The District will maintain an accurate seniority list of all teachers and will annually by November first provide the list to the Association president. Reduction in staff will be in compliance with Education Law where it expressly applies.
- (b) In the event of layoff, the District will make every effort to insure that separated teachers may be placed in other teaching situations.
- (c) Reduction in teaching personnel will not be effectuated after September first for the first semester, thereby ensuring employment for the entire first semester, or after February first for the second semester, thereby ensuring employment for the entire second semester.

ARTICLE 25 — ASSOCIATION RIGHTS

SECTIONS:

25.1 Representation

25.2 Association leave

25.3 Association telephone

25.4 Duties for Association President

25.5 No Reprisals

25.6 Teachers' Children-Tuition Free Regular Attendance

25.1 Representation.

When an administrator or supervisor summons a teacher for a conference on matters which may involve discipline or reprimand of the teacher, the teacher has the right, if so desired, to have a building or Association representative present. The representative shall be present to advise the teacher of his rights. The provisions of this section shall not operate to interfere with instructional time.

25.2 Association leave.

- (a) The District shall grant ten (10) Association days to be used by the Association to conduct its business. No individual may use more than three (3) days with the exception of the Association President. These leave days shall not be deducted from a teacher's accumulated sick leave or personal leave.
- (b) If a teacher's presence is required by the District, the Superintendent or a judicial board for negotiations or grievance proceedings, the teacher shall not lose pay for such leave, nor shall such days be deducted from either the teacher's individual leave account or from Association leave days.

25.3 Association telephone.

The Association shall have the right to install a telephone for the use of its officers at no cost to the District.

25.4 Duties for Association President.

It is hereby agreed that if the President of the Haverling Teachers' Association is a 6-12 teacher he/she will be assigned a teaching load which will not exceed 5 classes in the middle school or 3 classes in the high school and that he/she will be excused from all non-teaching duties including homeroom, study hall or advisement supervision, lunchroom supervision, detention supervision, etc. If the President is a K-5 teacher every effort will be made to set aside time for Association responsibilities.

25.5 No reprisals.

There will be no reprisals taken against any teacher by reason of his participation in any of the Association's activities.

25.6 Teachers' Children-Tuition Free Regular Attendance.

Non-resident children of District teachers may attend the Haverling Central School District under the following conditions:

1. Enrollment is tuition-free and open to children in grades Pre-K to 12 and shall include all District programs. The children of teachers shall be given resident status.
2. Requests for enrollment shall be made to the Superintendent of Schools no later than June 30th of the preceding year of enrollment; or within 30 days of hire. All other requests shall be at the Superintendent's discretion.
3. The District shall not be responsible for the daily transportation of non-resident students to and from school.

ARTICLE 26 — GRIEVANCE PROCEDURE

SECTIONS:

- 26.1 Purpose
- 26.2 Definitions
- 26.3 General provisions
- 26.4 Time limits
- 26.5 Stage one
- 26.6 Stage two
- 26.7 Stage three
- 26.8 Arbitration

26.1 Purpose.

The purpose of this procedure is to provide for the solution of problems between the District or its administrators and the Association or its members. It is the aim of this procedure to allow solutions to grievances at the lowest possible administrative level with a minimum of turmoil and without resorting to courts or other channels.

26.2 Definitions.

- (a) The term **contractual grievance** means any claimed violation, misinterpretation or inequitable application of this agreement.
- (b) The term **other grievance** means any claimed violation, misinterpretation or inequitable application of laws, rules or regulations relating to teachers' health or safety, physical facilities, equipment, supervision of teachers, and terms of employment.
- (c) The term **principal** means building principal.
- (d) The term **aggrieved party** means any teacher or teachers claiming a grievance. An aggrieved party may be the Association or its members.

26.3 General provisions.

- (a) Except at the informal stage, all grievances shall include the name and position of the aggrieved party, the claimed violation, misinterpretation or inequitable application of laws, rules or regulations relating to teachers' health or safety, physical facilities, equipment, supervision of teachers or terms of employment, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party. This does not preclude the introduction of additional evidence pertinent to the grievance at any time during the procedure.

- (b) Except for informal decisions at stages one and two, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.
- (c) If a grievance affects a group of teachers or the Association, it may be submitted by the Association at stage two.
- (d) The preparation and processing of grievances, insofar as practicable, shall be conducted after the hours of employment. All reasonable efforts will be made to avoid interruption of school activities and to avoid involvement of students in any phase of the grievance procedure.
- (e) The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning a grievance.
- (f) Except at stage one and the verbal part of stage two, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this procedure. If either party desires, it may have minutes taken. A copy of the minutes will be supplied to either party.
- (g) No restraint or reprisal of any kind will be taken by the District or by any member of the administration against an aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure. The aggrieved party and the Association will afford the same courtesy to the Board or its administrators.
- (h) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (i) Nothing contained herein will be construed as limiting the right of a teacher to discuss a matter informally with any appropriate member of the administration or Board and having said matter informally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- (j) A grievant may choose whomever he wishes to represent him at stages one, two and three of this procedure, except that such representative may not be a representative of a competing employee organization.
- (k) If any provision of this procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- (l) The Superintendent shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than stage one and the verbal part of stage two and all written decisions at all stages.
- (m) The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies herein provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum.

26.4 Time limits.

- (a) No written grievance will be entertained as described below, and such grievance will be deemed waived, unless it is forwarded at the first available stage within sixty school days after the teacher knew or should have known of the act or conditions on which the grievance is based.
- (b) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- (c) Failure at any stage of the grievance procedure to communicate a decision to an aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- (d) In the event a grievance is filed on or after June first, the time limits set forth herein will be prorated so that the grievance procedure may be exhausted as soon as possible.

26.5 Stage one.

A teacher having a grievance will discuss the situation with the appropriate principal in an attempt to solve the grievance informally. The principal will give a verbal decision within two school days. Either party has the right to a representative to present his case or to be present during the discussion.

26.6. Stage two.

- (a) If the aggrieved party and/or the Association is not satisfied with the outcome of stage one, the grievance shall be discussed with the Superintendent within five school days. The Superintendent will give a verbal decision within five school days.
- (b) If the grievance is not resolved informally, it will be put into writing and resubmitted to the Superintendent in the format, as shown in Appendix J. This will be done within five school days after the verbal decision is given.

- (c) Within five school days, the Superintendent or his representative will conduct a meeting with the teacher, his representative and any other interested persons. The aggrieved party or his representative will have the opportunity to present evidence and to question all witnesses. The Superintendent or his representative will have the same privileges.
- (d) The Superintendent will return his decision in writing within five school days after the meeting. A copy will be supplied to the Association as well as the teacher involved.

26.7 Stage three.

- (a) If the aggrieved party or the Association is not satisfied with the decision at stage two, a written appeal will be submitted to the Board within seven school days of receipt of the unsatisfactory decision.
- (b) Within ten school days from the receipt of an appeal, the Board will hold an executive hearing. The aggrieved party will be allowed representation and will be allowed to question any witnesses.
- (c) Within seven school days from the date of the hearing, the Board will deliver a written decision with reasons for the decision.

26.8 Arbitration.

- (a) If the Association is not satisfied with the decision at stage three, and the Association determines that the grievance is reasonable, it may submit the grievance to arbitration under the rules and procedures of the American Arbitration Association by written notice to the Board within ten school days of the decision at stage three.
- (b) Within five school days after such written notice of submission to arbitration, the Board and the Association will request a list of arbitrators from the American Arbitration Association. The selection procedure will be recommended by the American Arbitration Association.
- (c) The selected arbitrator will hear the matter promptly and will issue his decision in accordance with the rules and procedures of the American Arbitration Association. If oral hearings have been waived, from the date final statements and proofs are submitted to him, he will submit his decision in a timely manner. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

- (e) On contractual grievances, the decision of the arbitrator shall be final and binding on both parties.
- (f) On other grievances, the arbitrator shall not substitute his judgment for that of the Board. The decision of the arbitrator shall be rendered to the Board and the Association and shall be advisory only. The Board shall, within seven school days, submit to the teacher and/or the Association its decision in writing with reasons for said decision.
- (g) The costs for the services of the arbitrator will be borne by the District and the Association.

ARTICLE 27 — GENERAL PROVISIONS

SECTIONS:

- 27.1 Supremacy of agreement**
- 27.2 Supersession**
- 27.3 Severability**
- 27.4 Inclusiveness of agreement**

27.1 Supremacy of agreement.

Any individual agreement or contract between the District and any teacher represented by the Association heretofore executed shall be subject to and consistent with the terms of this agreement or subsequent agreements to be executed by the parties. If an individual agreement or contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlling.

27.2 Supersession.

This agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with its terms.

27.3 Severability.

If any provision of this agreement or any application thereof to any teacher or group of teachers be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect, provided that the deletion of such provision shall not change the original intent of the remainder of the agreement. In the event any such provision is found contrary to law, the parties will enter into negotiations to negotiate a provision consistent with the law and the intent of the parties.

27.4 Inclusiveness of agreement.

- (a) This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment to this agreement. Written amendments will use a memorandum of understanding format. Memorandums of understanding will be considered an addition to this agreement and will be binding on both parties. Such memorandums will be incorporated into successor agreements unless deleted through the negotiations process.
- (b) If during the life of this agreement, federal or state statutes permit or require labor-management bargaining on any term or terms of this agreement, either party shall have the right to initiate negotiations.
- (c) Except as otherwise herein provided, the parties agree that negotiations will not be reopened on any item during the life of this agreement. If the terms or conditions of employment of any teacher or group of teachers are changed, the Association will, upon request, be granted the right to reopen negotiations on the change. This provision will not be construed to preclude negotiations for a successor to this agreement.

ARTICLE 28 — LEGISLATIVE APPROVAL

SECTIONS:

28.1 Section 204-a of the Public Employees' Fair Employment Act

28.1 Section 204-a of the Public Employees' Fair Employment Act.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.

ARTICLE 29 — DURATION

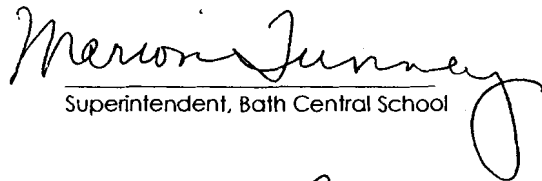
SECTIONS:

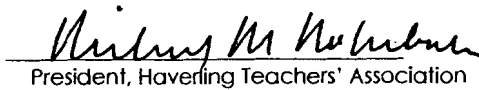
29.1 Term of agreement.

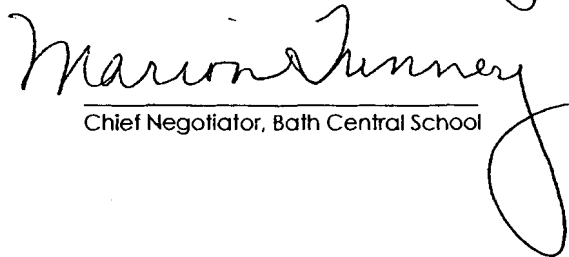
29.1 Term of agreement.

This agreement shall become effective July 1, 2004, and shall remain in full force and effect until June 30, 2008.

Signed this 8 day of May, 2006.


Superintendent, Bath Central School


President, Haverling Teachers' Association


Chief Negotiator, Bath Central School


Chief Negotiator, Haverling Teachers' Association

Teachers' Salary Schedule

Appendix A

Step	2004-2005	2005-2006	2006-2007	2007-2008
1	34534	35090	35668	36359
2	35275	35830	36406	37095
3	35898	36598	37173	37862
4	36416	37244	37970	38660
5	37039	37782	38640	39489
6	37661	38428	39199	40186
7	38346	39074	39869	40767
8	39059	39784	40539	41463
9	39773	40523	41276	42160
10	40485	41264	42043	42927
11	41364	42004	42811	43725
12	42315	42915	43579	44524
13	43070	43902	44525	45322
14	43903	44685	45549	46306
15	44794	45549	46361	47371
16	45685	46474	47257	48215
17	46588	47398	48217	49148
18	47598	48335	49176	50145
19	48763	49383	50148	51143
20	49904	50591	51235	52153
21	51057	51775	52488	53285
22	52259	52972	53717	54588
23	53456	54219	54959	55865
24	54654	55461	56252	57157
25	55857	56704	57541	58502
26	57055	57952	58830	59842
27	58254	59195	60125	61184
28	59454	60438	61415	62530
29	60652	61683	62704	63871
30	61796	62927	63997	65213
31	62938	64113	65286	66556
32	65138	65298	66517	67898
33	67325	67581	67747	69178

Teachers moving off of step 33 and all teachers who are already off step 33 in 2004-2005, 2005-2006, 2006-2007, will receive an annual raise of 3.75% over their previous year's salary.

Teachers moving off step 33 and all teachers who are already off step 33 in 2007-2008 will receive a 4% raise over their previous year's salary.

Teachers who have completed step 30 on the salary schedule shall be entitled to a permanent longevity increase in salary of \$1,000.00 (one-thousand dollars).

Teachers who have completed step 32 on the salary schedule shall be entitled to a permanent longevity increase in salary of \$1,000.00 (one-thousand dollars).

NURSES' SALARY SCHEDULE

Applies to Registered Nurses hired by the District after June 30, 2006

Current school nurses will remain on the Teachers' Salary Schedule as specified in Article 5.2 of the contract.

Step	2006-2007	2007-2008
1	25,680	26,178
2	26,751	26,707
3	27,821	27,821
4	28,891	28,933
5	29,961	30,046
6	31,031	31,159
7	32,101	32,272
8	33,171	33,385
9	34,241	34,497
Teachers' Step 1	35,668	Step 10 35,610
		Teachers' Step 1 36,359

After the last school nurse operative step nurses join the Teachers' Salary Schedule at Step 1, and progress through that schedule.

Appendix C

Faculty Leadership Stipends
2004-2007 School Years

Position	Grade Level	2004- 2005	2005- 2006	2006- 2007
Dept. Chair Language Arts	K-5	743	771	800
	6-12	1531	1589	1648
Dept. Chair Science	K-5	743	771	800
	6-12	1531	1589	1648
Dept. Chair Math	K-5	743	771	800
	6-12	1531	1589	1648
Dept. Chair Social Studies	K-5	743	771	800
	6-12	1531	1589	1648
Dept. Chair Music	K-12	1539	1589	1648
Dept. Chair Art	K-12	1024	1062	1102
Dept. Chair Occ Ed.	6-12	1024	1062	1102
Dept. Chair Foreign Language	K-12	1024	1062	1102
Dept. Chair Nursing	K-12	542	562	583
Dept. Chair Guidance	K-12	542	562	583
Dept. Chair P.E.	K-12	1024	1062	1102
Athletic Director	K-12	2968	3079	3194
	Kindergarten	1024	1062	1102
	First	1024	1062	1102
	Second	1024	1062	1102
	Third	1024	1062	1102
	Fourth	1024	1062	1102
	Fifth	1024	1062	1102
Grade Reps.	Primary Special	1024	1063	1102
	Elementary			
	Special	1024	1063	1102
	Specialist	2194	2276	2362
Staff Development	Trainer	1401	1454	1508

*revised see
now*

Coaches' Salary Schedule
2004-2005 School Year

<u>Sport(s)</u>	<u>Group</u>	<u>Base</u>	<u>Weekly</u>	<u>Longevity</u>
Varsity, Cross Country, Tennis	A1	\$1,183.00	\$123.00	\$40.00
Varsity Swimming, Golf, Volleyball, Track	A2	\$1,344.00	\$123.00	\$40.00
Varsity Softball, Football, Basketball, Soccer, Wrestling, Baseball, Lacrosse	A3	\$1,640.00	\$123.00	\$40.00
JV Football, Soccer, Basketball, Baseball, Golf, Tennis, Softball, Volleyball, Wrestling, Lacrosse	B	\$806.00	\$112.00	\$35.00
Winter Cheerleading	C	\$806.00	\$112.00	\$40.00
JV Winter Cheerleading	C	\$538.00	\$112.00	\$35.00
Fall Cheerleading	C	\$310.00	\$46.00	\$40.00
JV Fall Cheerleading	C	\$207.00	\$46.00	\$35.00
Asst. Football, Soccer, Track, Swimming, Baseball, Lacrosse	D	\$548.00	\$112.00	\$35.00
Mod. Football, Basketball, Track, Wrestling, Swimming, Soccer, Baseball, Softball, Lacrosse	E	\$428.00	\$99.00	\$30.00
Freshman Basketball (Boys)	E	\$428.00	\$99.00	\$30.00
Ski Team	E	\$300.00	\$70.00	\$30.00

Coaches' Salary Schedule
2005-2006 School Year

Sport(s)	Group	Base	Weekly	Longevity
Varsity Cross Country, Tennis	A1	\$1,227	\$128	\$42
Varsity Swimming, Golf, Volleyball, Track	A2	\$1,394	\$128	\$42
Varsity Softball, Football, Basketball, Soccer, Wrestling, Baseball, Lacrosse	A3	\$1,702	\$128	\$42
JV Football, Soccer, Basketball, Baseball, Golf, Tennis, Softball, Volleyball, Wrestling, Lacrosse	B	\$836	\$116	\$36
Winter Cheerleading	C	\$836	\$116	\$42
JV Winter Cheerleading	C	\$558	\$116	\$36
Fall Cheerleading	C	\$322	\$48	\$42
JV Fall Cheerleading	C	\$215	\$48	\$36
Asst. Football, Soccer, Track, Swimming, Baseball, Lacrosse	D	\$569	\$116	\$36
Mod. Football, Basketball, Track, Wrestling, Swimming, Soccer, Baseball, Softball, Lacrosse	E	\$444	\$103	\$31
Freshman Basketball (Boys)	E	\$444	\$103	\$31
Ski Team	E	\$311	\$73	\$31

Coaches' Salary Schedule
2006-2007 School Year

<u>Sport(s)</u>	<u>Group</u>	<u>Base</u>	<u>Weekly</u>	<u>Longevity</u>
Varsity Cross Country, Tennis	A1	\$1,273	\$132	\$43
Varsity Swimming, Golf, Volleyball, Track	A2	\$1,447	\$132	\$43
Varsity Softball, Football, Basketball, Soccer, Wrestling, Baseball, Lacrosse	A3	\$1,765	\$132	\$43
JV Football, Soccer, Basketball, Baseball, Golf, Tennis, Softball, Volleyball, Wrestling, Lacrosse	B	\$868	\$121	\$38
Winter Cheerleading	C	\$868	\$121	\$43
JV Winter Cheerleading	C	\$579	\$121	\$38
Fall Cheerleading	C	\$334	\$50	\$43
JV Fall Cheerleading	C	\$223	\$50	\$38
Asst. Football, Soccer, Track, Swimming, Baseball, Lacrosse	D	\$590	\$121	\$38
Mod. Football, Basketball, Track, Wrestling, Swimming, Soccer, Baseball, Softball, Lacrosse	E	\$461	\$107	\$32
Freshman Basketball (Boys)	E	\$461	\$107	\$32
Ski Team	E	\$323	\$75	\$32

Appendix G

Extracurricular Stipend Schedule
2004-2007

Extracurricular Stipends			
POSITION	2004- 2005	2005- 2006	2006- 2007
ART CLUB-MIDDLE SCHOOL 7-8	1,255	1302	1351
ART CLUB-SECONDARY 9 - 12	1,255	1302	1351
ART CLUB-ELEMENTARY 4 - 6	1,255	1302	1351
ACADEMIC ALL-STARS	929	963	999
FUTURE TEACHERS	929	963	999
FUTURE BUSINESS LEADERS	929	963	999
NATIONAL HONOR SOCIETY	929	963	999
GIFTED AND TALENTED-SEC/ ODYSSEY OF THE MIND-SEC	929	963	999
COLOR GUARD MIDDLE SCHOOL	929	963	999
CHESS CLUB	929	963	999
SCIENCE CLUB	929	963	999
RIDING CLUB	929	963	999
SKI CLUB-ELEMENTARY	929	963	999
DRAMA CLUB	929	963	999
PROJECT CARE	929	964	1000
SADD	929	964	1000
ECONOMICS CHALLENGE	448	465	482
SENIOR PLAY COSTUME	701	727	755
SENIOR PLAY CHOREOGRAPHER	326	339	351
SENIOR PLAY STAGE MANAGER	326	339	351
SENIOR PLAY SET DESIGN	326	339	351
SENIOR PLAY LIGHT/SOUND	201	209	217
SKI CLUB ASSISTANTS (6)	138	144	149
MIDDLE SCHOOL ADVISOR	321	333	345
MARCH BAND ASSISTANTS (2)	138	144	149
SCI ACTIVITIES ADV-ELEM K-5	753	781	810
OBSERVATORY DIRECTOR	753	781	810
FRESHMAN CLASS ADVISOR	1,160	1204	1249
SOPHMORE CLASS ADVISOR	1,160	1204	1249
JUNIOR CLASS ADVISOR	1,474	1530	1587
SENIOR CLASS ADVISOR	2,196	2278	2364

Appendix G-2

SENIOR PLAY DIRECTOR	2,008	2083	2161
SENIOR PLAY MUSICAL DIRECTOR	2,008	2083	2161
STUDENT COUNCIL DIRECTOR	2,008	2083	2161
YEARBOOK FINANCE	2,008	2083	2161
YEARBOOK PRODUCTION	2,008	2083	2161
MARCHING BAND DIRECTOR	2,008	2083	2161
COLOR GUARD ADVISOR HIGH SCHOOL	1,255	1302	1351
ELEMENTARY BAND 4-5	1,255	1302	1351
ELEMENTARY CHORUS 4-5	1,255	1302	1351
MAJORETTE ADVISOR	1,255	1302	1351
SAFETY PATROL	1,255	1302	1351
YEARBOOK-KINDERSIX	1,255	1302	1351
FRENCH CLUB	1,255	1302	1351
SPANISH CLUB	1,255	1302	1351
SKI CLUB	1,255	1302	1351
K-3 FINE ARTS ADVISOR	597	619	642
4-6 FINE ARTS ADVISOR	533	553	574
7-8 FINE ARTS ADVISOR	407	423	439
9-12 FINE ARTS ADVISOR	470	488	506
ELEMENTARY BOYS' INTRAMURALS 4-5	559	580	602
ELEMENTARY GIRLS' INTRAMURALS 4-5	559	580	602
GYMNASTICS	326	339	351
MIDDLE SCH 6-8 FALL CHEERLEADING	326	339	351
MIDDLE SCH 6-8 WINTER CHEERLEADING	326	339	351
MIDDLE SCH 6-8 INTRAMURAL			
BASKETBALL	432	448	465
MIDDLE SCH 6-8 INTRAMURAL			
VOLLEYBALL	432	448	465
SR HIGH INTRAMURAL BASKETBALL	432	448	465
SR HIGH INTRAMURAL VOLLEYBALL	401	416	431
WEIGHT LIFTING CLUB	628	652	676

**HAVERLING CENTRAL SCHOOL
BATH, NY**

LESSON OBSERVATION

Teacher's Name

Untenured:

Year 1 _____

Year 2 _____

Year 3 _____

Tenured: _____

Subject and/or Grade

Date of Observation: _____

Class/Lesson Observed: _____

1. SUMMARY OF THE LESSON:

2. WHAT DO YOU CONSIDER TO BE THE STRENGTH(S) OF THIS TEACHER/LESSON?

3. WHAT DO YOU CONSIDER TO BE THE AREA(S) NEEDING THE MOST IMPROVEMENT BY THIS TEACHER? WHAT ARE THE SUGGESTIONS FOR IMPROVEMENT?

4. ADDITIONAL COMMENTS WHICH ARE IMPORTANT TO THIS EVALUATION:

The teacher's signature, which appears on this form, simply signifies that the teacher has seen the form and is aware of the contents therein. It does not indicate approval or disapproval of the evaluation.

Teacher's Signature

Evaluator's signature

Date of conference and discussion of this evaluation.

HAVERLING CENTRAL SCHOOL, BATH, NY
ANNUAL PERFORMANCE REVIEW
 For Year 20__ - 20__

Teacher's Name _____

Nontenured:

Year 1 _____

Year 2 _____

Year 3 _____

Subject and / or Grade _____

Tenured _____

ATING SCALE:

- 3 = Performs beyond requirements
 2 = Meets basic requirements
 1 = Below minimal competency; in need
 of support/assistance
 N/O = Not observed

PERFORMANCE

ADMINISTRATOR

TEACHER
(optional)

STANDARD: CONTENT KNOWLEDGE

1. Demonstrates thorough knowledge of all subject matter
2. Displays working knowledge of local curriculum & State learning standards
3. Provides parallels of content to everyday use

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

COMMENTS

STANDARD PREPARATION

1. Evidence of comprehensive planning and organization; use of effective lesson plan format
2. Diverse and relevant activities and resources used; including technology
3. Varying student learning styles and needs are accommodated

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

COMMENTS:

PERFORMANCE					
<u>Administrator</u>			<u>Teacher</u> (optional)		

STANDARD: COLLABORATION

1. Consistently interacts with colleagues in a productive & professional fashion	3	2	1	3	2	1
2. Collaborates with staff and parents in order to meet student needs	3	2	1	3	2	1
3. Contributes to building and district projects	3	2	1	3	2	1
4. Uses community resources to enhance learning	3	2	1	3	2	1

COMMENTS:

H. STANDARD: REFLECTIVE & RESPONSIVE PRACTICES

1. Provides for meaningful and frequent practice	3	2	1	3	2	1
2. Demonstrates ability to adjust instruction to match student learning needs	3	2	1	3	2	1
3. Insures consistent & appropriate checks for comprehension of skills and information	3	2	1	3	2	1

COMMENTS:

I. STANDARD: PROFESSIONAL ATTRIBUTES

1. Exhibits competent interpersonal, organizational, and communication skills	3	2	1	3	2	1
2. Sets professional goals which include staff development participation	3	2	1	3	2	1
3. Maintains positive and sharing relationships which enhance professionalism and teamwork	3	2	1	3	2	1

COMMENTS:

HAVERLING CENTRAL SCHOOL, BATH, NY
ANNUAL PERFORMANCE REVIEW
 For Year 20__ - 20__

Appendix I - 3

Teacher's Name _____

Nontenured:

Year 1 _____

Year 2 _____

Year 3 _____

Subject and / or Grade _____

Tenured _____

ATING SCALE:

3 = Performs beyond requirements

2 = Meets basic requirements

1 = Below minimal competency; in need
of support/assistance

N/O = Not observed

PERFORMANCE

ADMINISTRATOR

TEACHER
(optional)

STANDARD: CONTENT KNOWLEDGE

1. Demonstrates thorough knowledge of all subject matter
2. Displays working knowledge of local curriculum & State learning standards
3. Provides parallels of content to everyday use

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

COMMENTS

STANDARD PREPARATION

1. Evidence of comprehensive planning and organization; use of effective lesson plan format
2. Diverse and relevant activities and resources used; including technology
3. Varying student learning styles and needs are accommodated

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

3 2 1

COMMENTS:

PERFORMANCE					
<u>Administrator</u>			<u>Teacher</u> (optional)		

STANDARD: COLLABORATION

1. Consistently interacts with colleagues in a productive & professional fashion	3	2	1	3	2	1
2. Collaborates with staff and parents in order to meet student needs	3	2	1	3	2	1
3. Contributes to building and district projects	3	2	1	3	2	1
4. Uses community resources to enhance learning	3	2	1	3	2	1

COMMENTS:

H. STANDARD: REFLECTIVE & RESPONSIVE PRACTICES

1. Provides for meaningful and frequent practice	3	2	1	3	2	1
2. Demonstrates ability to adjust instruction to match student learning needs	3	2	1	3	2	1
3. Insures consistent & appropriate checks for comprehension of skills and information	3	2	1	3	2	1

COMMENTS:

I. STANDARD: PROFESSIONAL ATTRIBUTES

1. Exhibits competent interpersonal, organizational, and communication skills	3	2	1	3	2	1
2. Sets professional goals which include staff development participation	3	2	1	3	2	1
3. Maintains positive and sharing relationships which enhance professionalism and teamwork	3	2	1	3	2	1

COMMENTS:

HAVERLING CENTRAL SCHOOL: BATH, NY
ASSESSMENT OF TEACHING SKILLS
PERFORMANCE VIDEO

OVERVIEW: The use of a videotaped lesson may be applied as an alternative form for assessing the teaching skills of tenured teachers in the Haverling Central School District. For this assessment, teachers will be required to prepare a videotape of no less than 30 minutes of instruction with students who are part of their regular teaching assignments. The teaching skills assessed by the videotape will be evaluated using the same criteria as a regular classroom observation.

VIDEOTAPE REQUIREMENTS: In advance of the videotaping session, teachers should become familiar with the general requirements in order to correctly prepare the videotape and prevent problems in the evaluation of the submitted videotape and related documentation. Submitted materials that do not meet all of the following requirements may be rated as "unscorable." If a tape is rated as unscorable, it will be the teacher's responsibility to resubmit another videotaped lesson.

1. Any teacher who chooses the performance video option must submit an intention form to their building administrator by October 1st. The teacher and the administrator will then discuss a due date for the videotape.
2. All videotaped lessons must be submitted before May 1st.
3. A completed Context of Instruction Form must be completed by the teacher and included with the videotape. This form can be found on pages 5 - 6.
4. A new 1/2 inch VHS videotape must be used. Blank videotapes will be provided by the district. Each videotape must have the teacher's name clearly labeled on the tape.
5. The videotape must be recorded using only a single VHS camera, without stopping the recording and later editing. Once the recording is started, it may not be stopped until the end of the 30 minutes of instructional time. No edits or breaks in the recording will be allowed.
6. The submitted videotape must provide sufficient evidence of the teacher's skills so that the evaluator can adequately assess his or her performance. Videotapes must not include more than about one minute of instruction taught by anyone else or more than about five minutes of instructional media (e.g., a film) or administrative activities (e.g., taking attendance, etc.).
7. The VHS recording camera must be mounted on a tripod or other device for stabilization. Suggestions for video recording camera arrangements and camera-operating recording are shown on pages 3 - 4.

8. The audio and video recordings must be clear and of a quality that enables the evaluator to rate the teacher's performance, i.e., scorers must be able to clearly view the teacher's instruction and hear him or her and their students.
9. The submitted videotape must be rewound, and have the teacher's classroom instruction and nothing else recorded on the first 30 minutes of the videotape.
10. A submitted videotape cassette that does not have any visual image or audio recorded on the first 30 minutes will be considered blank.
11. The teacher will meet with the administrator who evaluated their lesson within a period of 10 school days after the videotape has been submitted.
12. The administration will make no copies of the videotape without the permission of the teacher.
13. The videotape will be returned to the teacher at the conclusion of the post observation conference.

Camera-Operator Recording

Figure 2 presents various camera arrangements that the candidate may wish to consider when planning to record instruction with the assistance of a camera operator.

KEY

T = Teacher

S = Students

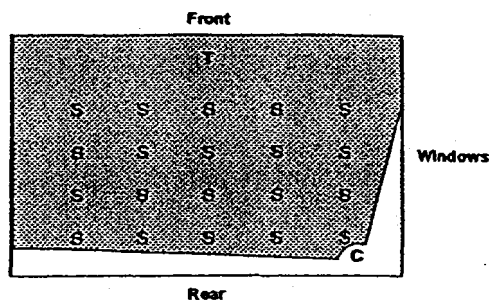
C = Camera

 = Camera Field of View

Figure 2. Some Camera-Operator Camera Arrangements

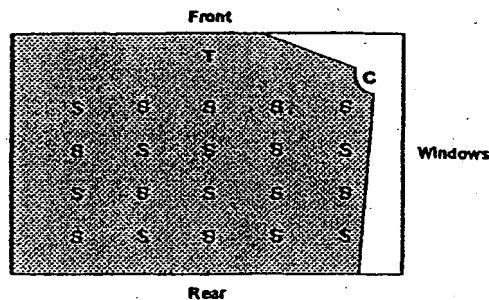
A. Rear-View Camera Arrangement (Row Seating)

Camera operator pans side to side to record teacher and students from rear corner of classroom.



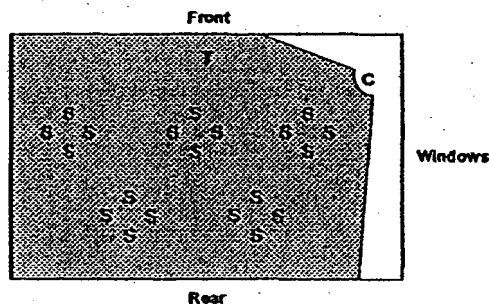
B. Front-View Camera Arrangement (Row Seating)

Camera operator pans side to side to record teacher and students (facial shots) from front corner of classroom.



C. Front-View Camera Arrangement (Group Seating)

Camera operator pans side to side to record teacher and students (facial shots) from front corner of classroom.



Videorecording Camera Arrangements

This section of the guide provides suggestions for setting up the videorecording camera to make a self-recorded or a camera-operator-recorded videotape. For either type of recording, for best results the camera lens should be directed away from windows or other sources of light.

Self-Recording

If the candidate chooses to make a self-recorded videotape, he or she will need to set up the camera and lens in the fixed position that is best for recording the candidate's planned instructional activities. Through trial-and-error experimentation with camera placement and lens's depth of field, the candidate will need to identify the area of the classroom that will be visible in the recording.

Figure 1 presents a variety of fixed-camera arrangements that the candidate may wish to consider.

KEY

T = Teacher

C = Camera

S = Students

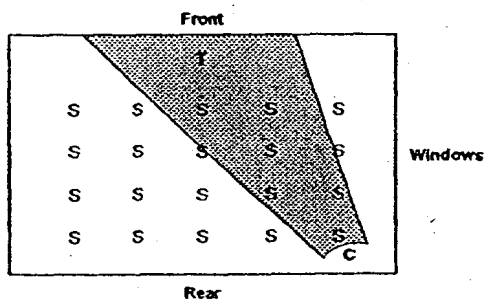


= Camera Field of View

Figure 1. Some Self-Recording Camera Arrangements

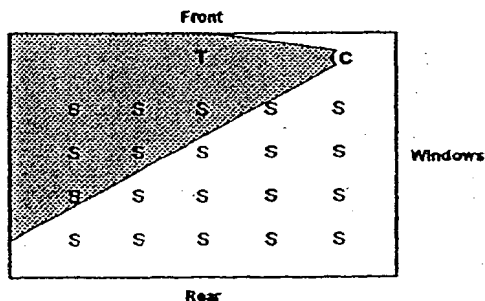
A. Rear-View Camera Arrangement (Row Seating)

Camera is set up in rear corner of classroom. Teacher and some students are in field of view.



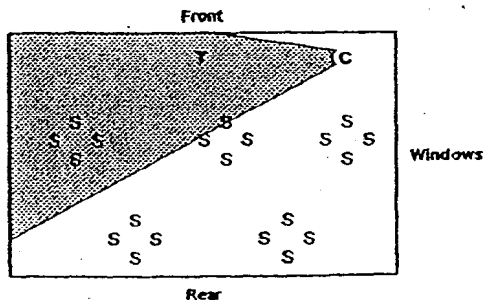
B. Front-View Camera Arrangement (Row Seating)

Camera is set up in front corner of classroom. Teacher and some students (facial shots) are in field of view.



C. Front-View Camera Arrangement (Group Seating)

Camera is set up in front corner of classroom to record teacher and one or more groups of students.



HAVERLING CENTRAL SCHOOL: BATH, NY
CONTEXT OF INSTRUCTION FORM

ASSESSMENT OF TEACHING SKILLS - PERFORMANCE REVIEW

Please complete this form and submit it along with your videotape. Feel free to attach any supporting documentation that you feel is appropriate, and may help in the evaluation of the lesson. Please print or type your responses clearly in the spaces provided.

Teacher's Name: _____

Grade Level of Students Appearing in Videotaped Class: _____

Subject Taught in Videotaped Class (e.g. Social Studies): _____

Date of Videotaped Lesson: _____

Date of Videotape Submission: _____

1. What do you expect students to *learn* or *be able to do* as a result of the instruction that you provided on your videotape submission?

AS A RESULT OF THIS LESSON STUDENTS WILL:

a.

b.

c.

d.

continued on reverse side

2. What instruction/preparation did you provide prior to your taped instruction that prepared students for the videotaped instruction?

3. What instruction do you plan to provide after your videotaped instruction to build upon or extend what you taught?

4. Are there any factors that are not easily observed on the videotape that may have effected your taped instruction?

PROFESSIONAL SUPPORT

To help achieve goals and gain information towards professional growth. Professional growth activities which will facilitate achievement of my goal(s); (e.g. videotapes of actual teaching, feedback from students, professional books, use of computerized information sources, graduate courses, workshops, support from supervisors/administrators, inter-school visitations, keeping a journal, visitations to other classrooms, etc.)

IMPLEMENTATION

Description of observable classroom behaviors and instructional strategies (e.g. use of cooperative groups, multiple intelligences approach, technology, lessons geared to different learning styles, and interdisciplinary units, etc.)

RESOURCES

Description of the resources (e.g. people, time, equipment, materials, etc.) I expect to use in achieving my goal(s).

ASSESSING PROGRESS

Description of the plan and time frame for periodically monitoring progress toward achievement of the goal(s) (e.g. student progress, conferences with other staff members and/or administrator, student feedback).

The self-directed option plan has been mutually agreed upon by:

TEACHER: _____ DATE: _____

ADMINISTRATOR: _____ DATE _____

HAVERLING CENTRAL SCHOOL DISTRICT**SELF-DIRECTED OPTION****GOAL SETTING**

SCHOOL YEAR: 20 _____

Name: _____	
Building: _____	
Department: _____	Grade Level: _____

DEFINITION

The individual works independently on a program of professional growth. In the self-directed option, the individual follows a plan relating to one or more specific skills that are attributed to outstanding teaching. Following self-assessment of professional needs, each teacher works cooperatively with his/her supervising administrator to establish goals, expectations, and conditions relating to fulfillment of the self-directed option.

PURPOSE

To help the teacher become more insightful and self-directing in his/her professional growth, and to facilitate a productive dialogue between the teacher and the administrator.

GOAL(S)

SELF-DIRECTED OPTION

Purpose

The purpose of the self-directed option is to help the teacher become more insightful and self-directing in his/her professional growth, and to facilitate a productive dialogue between the teacher and the administrator.

The individual works independently on a program of professional growth. In the self-directed option, the individual follows a plan relating to one or more specific skills that are attributed to outstanding teaching. Following self-assessment of professional needs, each teacher works cooperatively with his/her supervising administrator to establish goals, expectations, and conditions relating to fulfillment of the self-directed option.

STEPS

1. A written plan for self-directed development which includes:
 - a. Goal (s)
 - b. Professional Support
 - c. Implementation
 - d. Resources
 - e. Means of Assessing Progress
2. Administrative approval of plan and meeting
3. Implementation of Proposed Activities
4. Periodic assessment of progress – to be reviewed with the administrator
5. Cooperative year-end assessment

DATES

1. Self directed option Goal Setting form submitted to administrator by October 1st
2. Decision of approval and planning meeting with administrator by October 31st
3. Assess progress and meeting with administrator by February 15th
4. Year-end assessment submitted by May 15th

HAVERLING CENTRAL SCHOOL DISTRICT**SELF-DIRECTED OPTION****YEAR-END ASSESSMENT**

SCHOOL YEAR: 20 _____

Name: _____
Building: _____
Department: _____ Grade Level: _____

ASSESSMENT

Assessment of year's progress toward goal(s): Address goal(s), activities, resources used, and total progress toward achievement of goal(s).
Future goal(s) may be included, if desired.

The self-directed option has been reviewed by:

TEACHER:_____ **DATE:**_____

ADMINISTRATOR:_____ **DATE:**_____

HAVERLING TEACHERS' ASSOCIATION
Bath, New York
STATEMENT OF GRIEVANCE

DATE: _____

Grievance No. _____

STAGE: _____

Aggrieved Party _____

Position _____

Provision Violated _____

Nature of Grievance _____

Redress Sought _____

Signed:

Teacher

Association

HAVERLING TEACHERS' ASSOCIATION
Bath, New York

Grievance No. _____

Aggrieved Party _____

Position _____

Building _____

Date of Grievance _____

Date submitted – Stage 1

Informally _____ (A)

To whom? _____

Written _____ (B)

Date submitted – Stage 2

Date of Superintendent's Hearing

Date of Superintendent's Decision

Date Submitted – Stage 3

Date of Board Hearing

Date of Board Decision

Date Submitted – Stage 4

Date Arbitrator Selected

Date(s) Hearing Held

Date Arbitrator's Decision

Coaching Responsibilities:

1. The coach shall promote the entire interscholastic athletic program of the school and direct his or her athletic program in harmony with the total athletic program.
2. Coaches are responsible for the safety and conduct of each student under his/her supervision.
3. Practice areas and locker rooms should be supervised at all times. Coaches should not leave athletes unattended. Away locker rooms, fields, and gyms should be left in good condition.
4. Equipment and supplies should be checked and inventoried before and after the season.
5. All disciplinary measures or situations affecting interpretation of policy should be communicated to the Athletic Director or Athletic Manager who will then communicate pertinent information to the Athletic Council.
6. Coaches should encourage, display, and promote sportsmanlike conduct during practices and contests.
7. Practices will be conducted in a manner that produces skill and good physical conditioning.
8. The Athletic Director's/Manager's office should have rosters and emergency information at the beginning of the season. This should be complete with the name, class, date of birth, height, weight, and uniform number of the athletes (where applicable). It is the responsibility of the AD/AM and the coaches to see that all students meet eligibility standards and receive proper physical forms.
9. Injuries must be reported to the Nurses Office as soon as possible and accident reports need to be completed. Once a coach is aware the athlete has seen a physician, the coach must direct the athlete to report to the nurse the following school day.
10. To decrease possible injuries the coach should see that athletes are following proper techniques that have been taught during practices.

11. Coaches will not restrict the participation of an athlete in an out of season activity. No athlete will be pressured to participate in out of season activities. An athlete will not be forced to participate in out of season activities that have a direct result on playing time, selection of captains and/or making a team.

12. Encouraging an athlete to participate in a given sport is appropriate as long as:

1. The athlete is not playing or states they are interested in playing a given sport in the same sport season.
2. Out of district athletes are not encouraged to come to Haverling to play a given sport by a coach or designated athletes.

13. The Athletic Director/ Manager will hold three preseason meetings, one per season. Individuals coaching that season are to attend to review schedules, describe new rules, and review procedures.

14. The Athletic Director/Manager will hold three preseason meetings with athletes, parents, and coaches to review the athletic handbook.

15. Coaches will be responsible for holding a parent/athlete meeting with their individual team before the beginning of the season.

16. The Athletic Council will include the Principal, Asst. Principal, and three coaches out of season. The Athletic Director/Manager will determine the final makeup of the Athletic Council each sports season. The council will be the governing board of athletic issues. Athletic Council meetings will include the athlete, the parents, and any other necessary participants. Anyone with an athletic issue should present his/her issue to the Principal who will schedule the meeting.

I have read and understand the terms of these responsibilities. I also understand that infringement upon any of these responsibilities may jeopardize my appointment as a coach in the Bath Central School District.

Coach

date

Athletic Director/ Manager

date

Coach Evaluation Rating

Key

1. Meets or Exceeds District Standards
2. Growth Suggested/Needs Improvement
3. Growth Mandated/Unsatisfactory

Coach _____

Sport _____

Date/Season _____

MAJOR RESPONSIBILITIES

COMMENTS/RECOMMENDATIONS

A. Professional & Personnel Relationships		
1. Coach-Player Relationship		
2. Coach-Staff Relationship		
3. Coach-Parent Relationship		
4. Public Relations		
5. Bench Conduct/Conduct with Officials		
6. Understanding and Cooperation with Rules, Regulations & Procedures		
B. Coaching Performance		
1. Knowledge of the Sport		
2. Planning and Preparation		
3. Teaching Skills & Methods of Instruction		
4. Supervision		
C. Related Coaching Responsibilities		
1. Administrative Tasks		
2. Equipment and Budgeting Tasks		
3. Professional Tasks		
D. Recommendation		
1. I would (recommend without reservation, recommend with reservation, not recommend) you for this position next school year.		

Summary: Please use space on back of form.

Coach's Signature _____

Date _____

Administrator's Signature _____

Date _____

**Director of Athletics/Athletic Manager
Job Description**

Mission: The function of the Director of Athletics/Athletic Manager is to act as a liaison between the principal, school administration, and members of the athletic coaching staff; to provide each enrolled student of secondary school age (grades 7-12) an opportunity to participate in any extracurricular athletic activity that will foster physical skills, a sense of worth and competence, a knowledge and understanding of the pleasures of sport and the principles of fair play.

Qualifications:

1. Successful experience as a coach
2. Permanent teaching certification
3. Five years teaching experience
4. Administrative degree (preferred)

Reports to: High School Principal
Principal for building matters, Superintendent for district matters.

Working conditions: Salary as per Negotiated Agreement
School year: 12 months (during the summer the A.D./A.M. needs to be available should a situation develop or to return phone messages)
School day: Release time: One Block of instruction per day or equivalent.

Supervises: Policy Development, Decision Making and Communication

1. Represent the Athletic Department in formulating school policy as related to the Athletic Handbook.
2. Attend and participate in all League and Section V meetings as necessary.
3. Relay information in a timely manner to coaches and administration.
4. Provide liaison for information and questions about rules and regulations.

5. Be knowledgeable of current rules, regulations, and policies.
6. Coordinate the efforts of the athletic department with other departments.
7. Keep athletics in the proper educational perspective.
8. Conduct pre-season meetings for only the coaches involved in the season.
9. Conduct three general meetings for all coaches: August, January, and June.
10. Facilitate the development of goals for the Athletic Department based on input from the coaches during one of the general meetings.
11. Messages from coaches, A.D./A.M., administrators, student-athletes, and parents need to be addressed in a timely manner.

Personnel

1. Assist in selection, assignment and evaluation of athletic coaches and staff members (Site Supervisors, time keepers , volunteers, etc.).
2. Assist in interviewing, screening, and recommending of qualified persons to fill coaching vacancies.
3. Assist in the orientation of new coaches about district policies and procedures, section and state policies, and certification requirements.
4. Maintain records which verify coaches' qualifications and certifications.

Student Affairs

1. Assume the responsibility for the organization and scheduling of all interscholastic athletic events.
2. Provide for the physical examination for all athletes prior to the beginning of each season.
3. Interpret rules and regulations regarding scholastic eligibility of all candidates for athletic teams and verify their eligibility.
4. Keep records of all students attempting the selective classification testing to increase their high school eligibility to include their 7th and/or 8th grade years.
5. Assume responsibility for compliance with all legal requirements of SED and Section V regulations which govern athletics.
6. Hire officials and arrange for the necessary personnel and assume general responsibility for supervision of home games.
7. Arrange all details of visiting teams' needs including gymnasium and field assistance as appropriate.
8. Keep records of the results of all junior and senior high school athletic contests, and maintain a record file of all award winners; stating the date and type of award, including athletic scholarships.
9. Serve as a member of the Athletic Council
10. Maintain a file of all athletic disciplinary actions.
11. Provide the Principal with a roster of every team by the end of the second week of each season.

Budget, Facilities, Equipment

1. Prepare and administer the athletic budget, and assume responsibility for requisitioning, receiving, and maintaining equipment and supplies.
2. Arrange practice schedules for the coaches on the fields and in the gymnasiums.
3. Approve Use of Facility forms when groups are requesting areas used by athletic teams, such as, gymnasiums, fitness room, pool, weight room, and fields. Maintain a current calendar of groups and activities scheduled to use the athletic facilities.
4. Arrange and supervise ticket sales connected with the athletic program and with the high school principal develop proper handling and accounting for money involved and payment of outstanding bills.
5. Arrange for transportation for athletic events.
6. Assure the availability of an AED at all events.
7. Assume a leadership role in the development, maintenance, and utilization of appropriate playing fields and facilities.
8. Administer the end of season procedures for all members of the coaching staff.
9. Maintain a perpetual inventory of equipment relating to safety and certification, and recommend appropriate repair or replacement.
10. Supervise the cleaning, storage, and care of all athletic equipment and uniforms.

School Community Relations

1. Foster good school-community relations by keeping the community aware of and responsive to the athletic program.
2. Plan and supervise appropriate recognition programs for school athletes.
3. Demonstrate interest in and support of all school athletic programs by frequent attendance at athletic events.
4. Act as a liaison between the school and community groups working to support the athletic programs of the District.

Other Assignments

Accepts special assignments as directed by the building principal or superintendent.